

**GIANTS STADIUM LLC PERSONAL SEAT LICENSE (PSL) AGREEMENT**

**CONTRACT DATE:**  
**LICENSEE NAME:**  
**ACCOUNT NUMBER:**

**NUMBER AND LOCATION OF SEAT(S):** This Agreement sets forth the terms and conditions of the Personal Seat License ("PSL") granted to the person or entity executing this Agreement as Licensee. The PSL granted hereby relates to the seat(s) listed below of the new football stadium that is being constructed at the Meadowlands Complex in East Rutherford, New Jersey (the "Stadium") to serve as the home stadium for the New York Football Giants, Inc. (the "Giants") for Giants home games:

<b>Section</b>	<b>Row</b>	<b>Seats</b>	<b>Description</b>	<b>Price Per PSL</b>	<b>Total</b>

Please refer to the Stadium Diagram which is included in the packet with this Agreement and posted on www.NYG2010.com, to determine the location of the seats.

**PSL TERM:** Unless otherwise terminated by any provision of this Agreement, the Personal Seat License Terms and Conditions or the Ticket Agreement, the PSL granted by this Agreement will last for as long as the Giants play its home games in the Stadium.

**PSL FEE:** The total cash consideration to be paid by Licensee for the PSL granted hereby is the Total PSL Fee (the "PSL Fee") set forth above. (Season tickets will be sold to you and billed to you separately by the Giants.)

**VALIDATION PROCEDURE:** To validate this Agreement, Licensee must sign and return it within ten (10) business days after the Contract Date set forth above, to Giants Stadium LLC, PO Box 235, Whitehouse Station, NJ 08889.

**RELOCATION OF SEATS:** In the event the Licensor is obligated to relocate or reconfigure the Stadium seating because of any Federal, State or Local law, ordinance or regulation or National Football League regulation or directive, or Licensor needs to reallocate the Seat(s) subject to this Agreement, the Licensor reserves the right to transfer the PSL from the Seat(s) subject to this Agreement to a comparable seat(s). In the event there is no comparable seat(s), then Licensor shall return the unamortized portion of the PSL fee. For purposes of this provision, the PSL will be assumed to have a life of 30 years and the amortization will be straight line (e.g., a \$1,000 PSL returned after 3 years, the Licensee will receive \$900.00) (the "UNAMORTIZED PORTION OF THE PSL FEE").

**AGREEMENT:** Licensee's rights, obligations and responsibilities with respect to the PSL granted hereby are described in the Personal Seat License Terms and Conditions attached to this Agreement as Exhibit A, and Licensee acknowledges and agrees to be bound by this Agreement including Exhibit A, the Ticket Agreement included in the packet with this Agreement, the Americans With Disabilities Act Addendum (if applicable) and the Club Seat Addendum (Mezzanine and/or Coaches Club if applicable), all incorporated in and made a part of this Agreement.

**LICENSEE:**  
 By: \_\_\_\_\_  
 Print Name(s): \_\_\_\_\_  
 Print Company and Title (if applicable): \_\_\_\_\_  
 Date: \_\_\_\_\_

**GIANTS STADIUM LLC**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**NEW YORK FOOTBALL GIANTS, INC.**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## EXHIBIT A

### PERSONAL SEAT LICENSE TERMS AND CONDITIONS

THIS EXHIBIT constitutes the "Terms and Conditions" referred to in, and incorporated into, the Personal Seat License Agreement (the "Agreement") executed by the person or entity identified therein as "Licensee" and Giants Stadium LLC, or its assigns (the "Licensor"). Pursuant to the Agreement, Licensee has received a license to purchase certain tickets to certain Giants home games to be held at the Stadium. These Terms and Conditions shall be binding upon Licensee, Licensor and Giants. Capitalized terms used but not defined herein shall have the meaning given them on the first page of the Agreement.

1. **GRANT OF PSL.** For and in consideration of Licensee's payment of the PSL Fee and promise to pay any remaining installments of the PSL Fee, Licensee shall receive a Personal Seat License ("PSL") which shall entitle the Licensee to purchase, in accordance with the terms and conditions set forth in this Exhibit and the Ticket Agreement between Licensee and the Giants, tickets for the Stadium seat or seats (the "Seat(s)") licensed by Licensee under the Agreement for all preseason, regular season and postseason (excluding Super Bowl games) (collectively "Season Tickets") Giants home games to be played in the Stadium. A PSL does not apply to, nor does it grant any right or interest in, any other events which may be held in the Stadium. Notwithstanding the foregoing, for a Licensee whose PSL applies to a seat in a Club Area, upon purchase of a Season Ticket for such seat, the Licensee shall be entitled to all amenities and other rights from time to time extended to Club Area Licensees by the Giants.

2. **AUTHORITY.** Licensor has the right to market and sell PSLs and enter into Personal Seat License Agreements for the Stadium.

3. **LOCATION OF SEAT(S).** The PSL granted hereby relates to the Seat(s) in the Stadium set forth in the Agreement. Licensee acknowledges that the Stadium is yet to be completed and that the actual location of the Seat(s) may vary from that set forth in the Stadium Diagram. Licensor has provided Licensee the specific Seat(s) designations (section, row and seat number). If any change in seat location is necessary, Licensor shall inform the Licensee of the new location as soon as reasonably possible.

4. **CONSTRUCTION OF STADIUM.**

(a) The Licensor expects, but makes no guarantee, that construction of the Stadium will be completed prior to the 2010 NFL preseason. If the first Giants home game is not played in the Stadium prior to September 15, 2012, at the option of the Licensee, the Licensee may request a return of its PSL Fee. In such event, the Licensor shall, as soon as reasonably practicable thereafter, return to Licensee all paid PSL Fees; and no

interest will be paid on any returned PSL Fees. Upon return of such paid portion of the PSL Fee to Licensee, the Agreement will terminate and the parties will have no further liability or obligation to each other under the terms of the Agreement or in law or equity.

(b) If the Seat(s) which is the subject of the Agreement is not included in the Stadium or the Seat(s) is not available for licensing, then the Licensor will return all paid PSL Fees to Licensee as soon as reasonably practicable thereafter; no interest will be paid on any returned PSL Fees. Upon return of such paid portion of the PSL Fee to Licensee, the Agreement will terminate and the parties will have no further liability or obligation to each other under the terms of the Agreement or in law or equity.

5. **PSL RIGHTS AND OBLIGATIONS.**

(a) Except as provided herein, Licensee has the right and obligation to purchase, at a price determined by the Giants (the "Ticket Fee"), Season Tickets for each Seat(s) for all Giants home games for as long as the Giants play their home games in the Stadium. All payments of the Ticket Fee shall be made, without offset, deduction or counterclaim, to the Giants pursuant to instructions provided by the Giants from time to time.

(b) If Licensee does not purchase Season Tickets for Licensee's designated Seat(s) by the date specified each year by the Giants in its sole discretion, then Licensee's rights to purchase Season Tickets hereunder will terminate automatically without any notice given or action taken by Licensor, and Licensee will forfeit all PSL Fees and Ticket Fees paid to the Licensor and the Giants, respectively, all rights to buy Season Tickets associated with the Seat(s), Licensee's PSL for the then upcoming NFL season and all NFL seasons that follow, and Licensee's PSL will be terminated. The Licensor will have the right to relicense the forfeited PSL with no further obligation to the former Licensee.

(c) In addition, if Licensee does not purchase tickets for Licensee's designated Seat(s) for Giants postseason games played in the Stadium by the date specified by the Giants in its sole discretion, then the Giants may sell such postseason tickets to persons other than Licensee. If the Giants cannot sell such tickets, then Licensee shall remain obligated to pay the face value for such tickets.

(d) Subject to the restrictions and guidelines set forth herein, Licensee has the right to transfer its PSL by sale, gift, bequest or otherwise. However, PSLs may not be transferred prior to March 1, 2011, except in the event of the death or disability of Licensee. There will only be one Licensee for a given seat at any given time. Once a Licensee transfers a PSL, such Licensee will no longer have any rights associated with that Seat(s). A PSL may not be transferred more than once each season, except in

the case of the death or disability of Licensee. No transfer will be complete until: 1) the transfer is approved in advance in writing by Licensor which approval will not be unreasonably withheld; 2) the transferee has assumed all obligations of the transferor; 3) the transferor has completed all transfer documents, and the transfer has been recorded on the books of Licensor; and 4) the transferor has paid to the Licensor a per license transfer fee established by the Licensor.

If the Seat(s) subject to this Agreement is in a designated Americans with Disabilities Seating Area ("ADA Seat(s)"), Licensee may transfer the ADA Seat(s) to a person with a disability as defined by the Americans with Disabilities Act or the New Jersey Law Against Discrimination, (collectively "ADA Disability"). If an ADA Seat(s) is transferred to a person who does not have an ADA Disability, then the PSL shall be reallocated to a comparable non-ADA Seat(s). Should there be no comparable non-ADA Seat(s) available, the transfer may not proceed and the PSL may be surrendered to the Licensor in return for the UNAMORTIZED PORTION OF THE PSL FEE.

(e) PSLs do not grant or provide Licensee with any property right, nor does it grant or provide any ownership or other equity interest in the Stadium, the Licensor or the Giants. The PSL is a right of personal privilege revocable in accordance with the terms of the Agreement and this Exhibit and does not confer upon the Licensee any interest in real property or any leasehold interest in Stadium seats. The PSL is a mere license and simply creates the relationship of licensor and licensee between the parties.

(f) No failure by Licensor to enforce any provision of the Agreement or this Exhibit shall be construed a forfeiture or waiver thereof or any other right or remedy available to Licensor.

(g) Licensee shall, in addition to the other payments provided for in the Agreement and this Exhibit, reimburse Licensor for costs incurred by Licensor to repair any damage (other than normal wear and tear) caused by Licensee or its invitees to the Seat(s) or other property in or around the Stadium.

(h) In addition to other events of termination set forth in the Agreement and this Exhibit, Licensee's PSL shall terminate, at the option of Licensor, without notice, upon the occurrence of any of the following events: (1) the failure of the Licensee or any of Licensee's invitees to observe all laws, ordinances, rules and regulations applicable to attendance by ticket holders at Giants games at the Stadium; (2) the revocation by the Giants of any Season Ticket purchased by Licensee in accordance with policies and practices established by the Giants from time to time regarding such revocation; or (3) any default by Licensee under the Agreement and this Exhibit.

## **6. REPRESENTATIONS OF LICENSEE.**

Licensee hereby represents and warrants as follows:

(a) Licensee represents that it is the current account holder or, in the case of a company account its authorized representative, and has read and understands the terms of the Agreement, this Exhibit and the Ticket Agreement;

(b) Licensee is not acquiring this

PSL as an investment and has no expectation of profit as an owner of this PSL and is acquiring this PSL solely for the right to purchase Season Tickets to Giants home football games played in the Stadium;

(c) Licensee is acquiring this PSL for Licensee's own use and not with a view to the distribution of this PSL or Giants Season Tickets to others, except in accordance with applicable Federal and State law;

(d) Licensee acknowledges that, although this PSL is transferable subject to the provisions of the Agreement and this Exhibit, Licensor has not represented and does not guarantee that there is or ever will be a market for the resale of this PSL.

**7. POSSESSION AND USE OF SEATS AND STADIUM.** Licensee will have the privilege to enter the Stadium and use the Seat(s) to which Licensee's PSL relates only upon presentation of a ticket for admission to a Giants home game. Licensee shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued, including, without limitation, any policy adopted with respect to the cancellation or postponement of games or events. In addition, Licensee shall observe all applicable laws, ordinances, regulations and rules of conduct (collectively, "Regulations") adopted from time to time by any government authority, the Licensor, the Giants or other event sponsor, and that such Regulations may vary over time or under changing circumstances. Licensee further understands (i) that such Regulations, among other things, are intended to promote the safety of all persons and property, protect the Stadium, and enhance the pleasure of the game day experience, and may therefore restrict or prohibit, without limitation: unruly or disorderly conduct, the use of intoxicating beverages, possession or use of illegal drugs or controlled substances, sale or distribution of material while on Stadium property, offensive or obscene language or displays, damage to Stadium facilities or property, and possession in the Stadium of items that in the reasonable judgment of security personnel are or may be contrary to the purposes of such Regulations, including without limitation, beverages, cameras, food, explosives, paint, recording and transmitting devices, signs and posters, sound devices, weapons or umbrellas, and (ii) that patrons, their vehicles and belongings may be subject to search to enforce such Regulations. **OBSERVANCE BY LICENSEE AND ITS INVITEES OF ALL SUCH REGULATIONS FROM TIME TO TIME IN EFFECT IS THE CONTRACTUAL OBLIGATION OF LICENSEE.** A VIOLATION BY LICENSEE OR SOMEONE USING ITS TICKETS MAY CAUSE LICENSEE'S RIGHTS UNDER THE AGREEMENT, THIS EXHIBIT AND THE TICKET AGREEMENT TO BE TERMINATED. In addition, Licensee shall not take any action which would cause any increase in premiums of any insurance policy of Licensor, by causing Licensor or any other party to fail to meet any requirement or condition of such policy or otherwise. Without limiting the foregoing, Licensee specifically agrees that neither it nor its invitees will:

(a) bring into the Stadium any alcoholic or intoxicating beverage, any illegal drugs or, except as prescribed by a physician, any controlled substance, or any weapons, explosives, or other items prohibited by security personnel in their reasonable judgment;

(b) permit the seats to be used for any illegal, improper, immoral or objectionable purpose, or in any way obstruct or interfere with the rights of any other attendees; or

(c) film, record or transmit from the seats all or any portion of any football game or other event, or any description thereof, by any means (including, without limitation, radio or television broadcasting, whether broadcast "live" or by means of film or tape).

If Licensee has a temporary disability requiring a temporary accommodation at the Stadium, then upon Licensee's written request to the Giants Ticket Office, temporary accommodations will be arranged in an ADA Seating area near the Seats. ADA Seats, like all Stadium seats, are subject to availability. If Licensee becomes disabled such that a permanent accommodation at the Stadium is required, Licensee may sell its PSL or may request Licensor to transfer its PSL to an ADA Seat. If there is no comparable ADA Seat available, the PSL will terminate and the Unamortized Portion of the PSL Fee shall be returned to Licensee.

**8. LATE FEE.** Any PSL Fee or other monetary obligation under the Agreement or this Exhibit not paid to the Licensor or the Giants, as applicable, by the date specified in the Agreement, this Exhibit or the Ticket Agreement shall bear interest accruing from such date at the highest rate permitted by law.

**9. DEFAULT.** In addition to the rights of the Licensor set forth in Section 5(b) and (c) hereof, in the event Licensee fails to pay when due any amounts to be paid by Licensee pursuant to the Agreement, this Exhibit and the Ticket Agreement (including, without limitation, the PSL Fee or Ticket Fee) or otherwise defaults in the performance or observation of Licensee's duties and obligations under the Agreement, this Exhibit and the Ticket Agreement, the Licensor may, at its option: (a) request the Giants to withhold distribution of tickets to Licensee for games played in or held at the Stadium and resell the tickets, and/or (b) terminate the rights of Licensee under the Agreement and this Exhibit and request the Giants to terminate the Ticket Agreement.

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

Any waiver of any of the terms and provisions of the Agreement and this Exhibit shall be effective only if set forth in writing signed by the party to be charged. No waiver by the Licensor of any default or breach by the Licensee of its obligations under the Agreement or this Exhibit shall be construed to be a waiver or release of any other subsequent default or breach by the Licensee or anyone else under the Agreement or this Exhibit, and no failure of or delay by the Licensor in the exercise of any remedy provided for in the Agreement or this Exhibit shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to the Licensor.

**10. STRIKES, DAMAGES, DESTRUCTION, FORCE MAJEURE, ETC.** In the event of any strike or other labor disturbance which results in the cancellation of any Giants home games to be played at the Stadium, no PSL Fee shall be returned to the Licensee.

In the event of any damage or destruction of a substantial portion of the Stadium due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders Licensee's seats unusable, and the Licensor elects not to repair the damage or destruction, the Agreement and this Exhibit shall terminate as of the date of such damage or destruction, and no PSL Fee will be returned to Licensee and the Licensor shall not have further liability under the Agreement and this exhibit.

In the event on any damage to or destruction of Licensee's Seat(s) due to an act of God, natural disaster, contamination, act of terrorism or other force majeure that renders Licensee's Seat(s) unusable and the Licensor is unable to repair or replace the Seat(s) in a reasonable period of time, Licensor shall provide Licensee a comparable Seat(s) until Licensee's Seat(s) is repaired or replaced. If there is no comparable Seat(s) available or Licensee's Seat(s) cannot be repaired or replaced, then the Agreement and this Exhibit shall terminate as of the date of such damage or destruction, Licensor shall return the Unamortized Portion of the PSL Fee to Licensee, and the Licensor shall not have any further liability under the Agreement and this Exhibit.

**11. DISCLAIMER OF LIABILITY, ASSUMPTION OF RISKS; INDEMNIFICATION, NONE OF THE LICENSOR, THE GIANTS, OR NEW MEADOWLANDS STADIUM COMPANY LLC OR ANY OF THEIR OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE OR RESPONSIBLE FOR AND LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LICENSOR, THE GIANTS, NEW MEADOWLANDS STADIUM COMPANY LLC AND EACH OF THEIR OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN OR UPON THE STADIUM AND THE APPROXIMATELY 55 ACRES OF PROPERTY SURROUNDING THE STADIUM IN CONNECTION WITH THE USE BY LICENSEE OR LICENSEE'S INVITEES OR OCCUPANCY OF THE SEAT(S) OR DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THE AGREEMENT, THIS EXHIBIT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER ANY ACTIONS OF LICENSEE.**

Licensee, for itself and its invitees, assumes all risks of personal injury to, or for any damage to or any loss of property of, Licensee or its invitees, arising out of, during or relating to their attendance at events held in the Stadium. Licensee acknowledges that alcoholic beverages will be available in the Stadium and that attendance at sporting events may expose attendees to certain risks of injury including, without limitation, incidents involving other patrons who have consumed alcoholic beverages, injury

from thrown or dropped objects, spills of food or beverages, and the unruly behavior of other patrons. Licensee, for itself and its invitees, hereby agrees to assume all responsibility and liability for the consumption in the Stadium of alcoholic beverages by Licensee and its invitees and for the conduct and behavior of Licensee and its invitees.

## 12. MISCELLANEOUS.

(a) Except in accordance with the terms of the Agreement and this Exhibit, Licensee shall not sell, assign, sublease, pledge, mortgage, or otherwise transfer or encumber the Agreement and this Exhibit, or any of Licensee's rights and obligations under the Agreement and this Exhibit, without the prior written consent of the Licensor which consent will not be unreasonably withheld. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect.

(b) It is understood that the Licensor may mortgage, pledge, assign or otherwise encumber their rights in the Agreement and this Exhibit for any purposes of the Licensor, and that, in such event, the Agreement and this Exhibit and the rights and interests of Licensee hereunder shall be subordinate thereto; provided that any such mortgagee, pledgee, assignee or the holder of any such lien shall agree in writing to recognize the Agreement and this Exhibit and the rights and interests of Licensee hereunder in the event of foreclosure or enforcement of said lien if Licensee is not then in default in the performance of Licensee's obligations under the Agreement and this Exhibit. Upon any assignment of the Agreement and this Exhibit, the assignee shall have all the rights of the assignor hereunder. Licensee agrees to execute whatever subordination documents Licensor reasonably requests.

(c) Any notice, demand or communication given under the Agreement or this Exhibit must be in writing and shall be effective only if delivered personally; or sent by facsimile transmission; or delivered by overnight courier service; or sent by certified mail, postage paid, return receipt requested, to the recipient at the address indicated on the first page of the Agreement or this Exhibit or to such other address as the party being notified may have previously furnished to the other party by written notice in accordance with this Paragraph. All notices to Licensor under the Agreement or this Exhibit should be sent to: Giants Stadium, LLC, 50 State Route 120, East Rutherford, New Jersey 07073 Attn: General Counsel. Notices under the Agreement or this Exhibit shall be effective and deemed received on the date of personal delivery or facsimile transmission (as evidenced by facsimile confirmation of transmission); on the day after sending by overnight courier service (as evidenced by the shipping invoice signed by a representative of the recipient); or on the date of actual delivery to the party to whom such notice of communication was sent by certified mail, postage prepaid, return receipt requested (as evidenced by the return receipt signed by a representative of such party).

(d) THE AGREEMENT AND THIS EXHIBIT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY AND CALLS FOR PERFORMANCE IN BERGEN COUNTY, NEW JERSEY, AND

JURISDICTION AND VENUE FOR ANY DISPUTES ARISING OUT OF OR RELATED TO THE AGREEMENT AND THIS EXHIBIT SHALL EXCLUSIVELY LIE IN THE STATE COURTS OF BERGEN COUNTY, NEW JERSEY WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS. LICENSEE CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION OVER IT BY SUCH COURT AND IRREVOCABLY WAIVES ANY DEFENSE BASED ON A LACK OF PERSONAL JURISDICTION OR FORUM NON CONVENIENS. LICENSEE HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THE AGREEMENT AND THIS EXHIBIT.

(e) The Agreement and this Exhibit contain the entire agreement of the parties with respect to the matters provided for herein, and supersedes any written or oral agreement, instrument, application, promotional material, brochure, website information, or other representation previously made, distributed or entered by or on behalf of them or their respective affiliates with respect to those matters. **LICENSEE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS OF ANY KIND MADE BY OR ON BEHALF OF LICENSOR, THE GIANTS, OR ANY OF THEIR RESPECTIVE MEMBERS, OWNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR AFFILIATES, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT AND THIS EXHIBIT.** No amendment or modification to the Agreement or this Exhibit shall be effective unless the amendment or modification is in writing and signed by both Licensor and Licensee.

(f) The Agreement and this Exhibit and all the terms and provisions thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(g) The Agreement and this Exhibit and the rights and interests of Licensee hereunder shall be subordinate and subject to (i) the Stadium Project Ground Lease and Development Agreement, dated as of December 21, 2006, by and between New Jersey Sports and Exposition Authority and New Meadowlands Stadium Company, LLC (the "Ground Lease"), and (ii) the Sublease Agreement dated as of August 16, 2007, by and between New Meadowlands Stadium Company, LLC and Giants Stadium LLC and the Sublease Agreement dated as of August 16, 2007 by and between Giants Stadium LLC and the Giants (collectively the "Stadium Lease"), as either may be amended, restated, modified, supplemented, extended or assigned from time to time, and any and all amendments thereto. Upon the expiration or termination of the Ground Lease or the Stadium Lease for any reason, the Agreement shall terminate as of such date.

(h) The maximum liability of the Licensor to the Licensee under any theory of law, including contract or tort, for a breach by the Licensor under the Agreement and this Exhibit shall not exceed the amount of the PSL Fee paid by the Licensee.

(i) Time is of the essence with respect to the performance by Licensee of its obligations under the Agreement and this Exhibit.

(j) If Licensee is a partnership or other corporate entity, as opposed to a natural person, communications and/or notices from Licensee hereunder shall not be effective unless signed by the individual signing the Agreement on Licensee's behalf, which individual shall be Licensee's expressly designated agent for such communications and for receiving all tickets and other deliveries for Licensee hereunder. Licensee may replace such agent by notice served in writing to the Licensor.

**AMERICANS WITH DISABILITIES ACT ADDENDUM**

**CONTRACT DATE:**  
**LICENSEE NAME:**  
**ACCOUNT NUMBER:**

Licensee represents that he/she has a disability.

Check all that apply:

I use a wheelchair that requires that I sit in a designated ADA Wheelchair Seating Area.

I do not use a wheelchair, but my disability requires that I sit in a designated ADA Seat because:

My disability requires that I receive the following additional accommodation(s), aids and/or services:

Licensee: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TICKET AGREEMENT**

**CONTRACT DATE:**  
**LICENSEE NAME:**  
**ACCOUNT NUMBER:**

**Number and Location of Seats:** Pursuant to a separate Personal Seat License Agreement (the "PSL Agreement") with Giants Stadium LLC (the "Licensor"), the Licensee has purchased a Personal Seat License ("PSL") that relates to the seat(s) in the new stadium being constructed as the home stadium for use by New York Football Giants, Inc. (the "Giants"), in the Meadowlands in East Rutherford, New Jersey (the "Stadium"). Under the PSL Agreement, the Licensor designates specific section, row and seat number for the seat(s) subject to the PSL(s) (the "Seats"). Pursuant to an agreement with the Licensor, the Giants agreed to provide the Licensee with the right to purchase tickets for all home games for all preseason, regular season and post season, excluding Super Bowl games (collectively "Season Tickets"), for the Seat(s) prior to each NFL season in which the Stadium will be used by the Giants, in accordance with the Terms and Conditions attached to the PSL Agreement as Exhibit A, which are incorporated into and form a part of this Ticket Agreement.

**Agreement to Purchase Tickets:** Licensee hereby agrees to purchase the Season Tickets at a price determined by the Giants (the "Ticket Fee") for each Seat(s) for all Giants home games and pay to the Giants the Ticket Fee, which may change from time to time.

**Fan Conduct Rules:** Licensee agrees to observe all rules, regulations, and policies, pertaining to fan conduct, use of the Stadium seats and attendance at Stadium events including any modification that may be adopted or administered from time to time. A copy of the rules, regulations and policies will be distributed to each Licensee and will be posted on the Giants Website as well.

**Strikes, Damages, Destruction, Force Majeure, etc.:** In the event of: (a) any strike or other labor disturbance which results in the cancellation of any Giants home game to be played at the Stadium; or (b) any damage to or destruction of Licensee's Seat(s) or the Stadium which renders Licensee's Seat(s) or the Stadium unusable, then, in the case of either of said events, the Ticket Fee payable under this Ticket Agreement shall, unless reasonably comparable seats are made available to Licensee, be abated during the period of time that the Licensee's Seat(s) is unusable. The amount of the abatement shall be the face amount printed on the ticket multiplied by the number of games the Seat(s) is unusable. Any such abatement shall be offset against the next succeeding installment of the Ticket Fee payable by Licensee. No interest or processing fees shall be paid on any returned Ticket Fees. The Ticket Fee shall not be abated if the Seat(s) are rendered unusable due to the fault or neglect of Licensee or its invitees.

**Validation Procedure:** To make this Ticket Agreement valid and binding, Licensee must return a signed copy of the PSL Agreement to the Licensor and a signed copy of this Ticket Agreement to the Giants in the enclosed return envelope within ten (10) business days of the Contract Date set forth above.

Licensee acknowledges and agrees to be bound by this Ticket Agreement and the PSL Agreement and its Terms and Conditions.

**LICENSEE:**

**NEW YORK FOOTBALL GIANTS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Print Title & Company (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **MEZZANINE CLUB SEAT ADDENDUM**

### **Mezzanine Club Seat Amenities**

Licensees of Mezzanine Club Seats shall receive roomier, cushioned seats with extra leg room.

Licensees of Mezzanine Club Seats shall have access to private elevator and escalator service.

Licensees of Mezzanine Club Seats shall have access to a private Stadium entrance.

Licensees of Mezzanine Club Seats shall have fixed ticket prices for three seasons (2010 through 2012 NFL seasons).

Licensees of Mezzanine Club Seats shall have access to upscale food and beverage options and services.

### **Mezzanine Club Seat Rights And Obligations**

Licensees of Mezzanine Club Seats shall have access to their respective 50,000 square foot, climate controlled Mezzanine Club (i.e., East or West as the case may be) from approximately three hours prior to kickoff to approximately one hour after the conclusion of the game (subject to change).

Licensees of Mezzanine Club Seats shall receive one premium parking pass for every four licensed seats.

Licensees of Mezzanine Club Seats shall abide by the Club Rules published by Licensor from time to time and distributed to Licensees. Violation of Club Rules by a Licensee is an event of default under the Agreement.

Licensees of Mezzanine Club Seats agree to be bound by the terms in this Mezzanine Club Seat Addendum.

## **COACHES CLUB SEAT ADDENDUM**

### **Coaches Club Seat Amenities**

Licensees of Coaches Club Seats have access to the post game press conference.

Licensees of Coaches Club Seats shall have access to a private Stadium entrance.

Licensees of Coaches Club Seats shall have fixed ticket prices for three seasons (2010 through 2012 NFL seasons).

Licensees of Coaches Club Seats shall receive cushioned seats.

Licensees of Coaches Club Seats shall have access to a private on-field patio five yards behind the Giants bench.

### **Coaches Club Seat Rights And Obligations**

Licensees of Coaches Club Seats shall have access to the 20,000 square foot, climate controlled Coaches Club from approximately three hours prior to kickoff to approximately one hour after the conclusion of the game (subject to change).

Licensees of Coaches Club Seats shall receive unlimited food and beverages, excluding alcoholic beverages, served in the Coaches Club Area.

Licensees of Coaches Club Seats shall receive one premium parking pass for every two licensed seats.

Licensees of Coaches Club Seats shall abide by the Club Rules published by Licensor from time to time and distributed to Licensees. Violation of Club Rules by a Licensee is an event of default under the Agreement.

Licensees of Coaches Club Seats agree to be bound by the terms in this Coaches Club Seat Addendum.



**FOR INFORMATION ONLY – MARKETPLACE WILL PROVIDE PRE-FILLED FORMS**

**INFORMATION ABOUT THE CURRENT PSL HOLDER (“SELLER”):**

Account Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Email : \_\_\_\_\_  
Address: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_  
\_\_\_\_\_ Evening Phone: \_\_\_\_\_  
\_\_\_\_\_ Cell Phone: \_\_\_\_\_

Check if you have been assigned ADA or wheelchair accessible seating

**CHECK ONLY ONE OF THESE TWO BOXES**

I REQUEST TRANSFER OF MY ENTIRE PSL ACCOUNT AND PARKING PASSES. This will transfer all rights and seats, and you will have no more rights, seats, or parking passes:

SECTION: \_\_\_\_\_ ROW: \_\_\_\_\_ SEATS: \_\_\_\_\_

I REQUEST TRANSFER OF PART OF MY PSL ACCOUNT. If you checked this box, please complete the following information:

PSLs I want to keep: SECTION: \_\_\_\_ ROW: \_\_\_\_ SEATS: \_\_\_\_

PSLs I want to Transfer: SECTION: \_\_\_\_ ROW: \_\_\_\_ SEATS: \_\_\_\_

**IF YOU HAVE ANY MONEY OR CREDIT IN YOUR ACCOUNT, TELL US WHAT YOU WANT US TO DO –**

**CHECK ONLY ONE:**     REFUND TO ME    – OR –     Transfer to New Account for the **Buyer**

**SEE THE INSTRUCTIONS ON VERIFICATION OF IDENTITY OR AUTHORIZATION TO SIGN. YOU MUST COMPLY WITH THOSE INSTRUCTIONS, AND VERIFY YOUR IDENTITY OR PROVIDE AUTHORIZATION, BEFORE THIS TRANSFER REQUEST CAN BE CONSIDERED OR APPROVED.**

**BY SIGNING YOU AGREE THAT A NEW SENIORITY DATE WILL BE APPLIED TO ALL NEW ACCOUNTS AND YOU CERTIFY THAT THE INFORMATION ON THIS FORM IS TRUE AND CORRECT, THAT YOU ARE AUTHORIZED TO SIGN FOR YOURSELF OR A NAMED ENTITY, THAT YOU HAVE REVIEWED THE TRANSFER REQUIREMENTS AND PROCEDURES, AND THAT THE INFORMATION ON THIS FORM IS CORRECT AND NOT MISLEADING:**

PRINT NAME OF INDIVIDUAL OR ENTITY: \_\_\_\_\_ DATE: \_\_\_\_\_

IF AN ENTITY, PRINT NAME AND TITLE OF PERSON SIGNING FOR ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**FOR INFORMATION ONLY – MARKETPLACE WILL PROVIDE PRE-FILLED FORMS**

**INFORMATION ABOUT THE NEW PSL HOLDER (“BUYER”)**

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

**(Please indicate your existing account number if you have one, if not, one will be provided by GSLLC/Giants if approved)**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Evening Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

PSLs to be transferred (if approved):

**NOTE:**

SECTION: \_\_\_\_\_ ROW: \_\_\_\_\_ SEATS: \_\_\_\_\_

**PARKING PASSES ARE NOT GUARANTEED TO BE AVAILABLE**

Check if this seat location has been designated as ADA or wheelchair accessible (You will be required to sign an addendum to the PSL agreement if your location is designated as an ADA or accessible seating)

**SEE THE INSTRUCTIONS ON VERIFICATION OF IDENTITY OR AUTHORIZATION TO SIGN. YOU MUST COMPLY WITH THOSE INSTRUCTIONS, AND VERIFY YOUR IDENTITY OR PROVIDE AUTHORIZATION, BEFORE THIS TRANSFER REQUEST CAN BE CONSIDERED OR APPROVED. BY SIGNING YOU AGREE THAT (1) GSLLC OR THE GIANTS MAY RUN CREDIT CHECKS ON YOU, (2) THAT YOU HAVE READ, AND WILL SIGN, THE PSL AGREEMENT AND ASSOCIATED TICKET AGREEMENT, (3) THAT A NEW SENIORITY DATE WILL BE APPLIED TO ALL NEW ACCOUNTS, AND YOU CERTIFY THAT THE INFORMATION ON THIS FORM IS TRUE, CORRECT, AND NOT MISLEADING, THAT YOU ARE AUTHORIZED TO SIGN FOR YOURSELF OR A NAMED ENTITY, THAT YOU HAVE REVIEWED THE TRANSFER REQUIREMENTS AND PROCEDURES:**

**TRANSFER FEE:** A **TRANSFER FEE** of \$200 must be submitted with this Transfer Request. Make checks payable to Giants Stadium LLC.

**IMPORTANT:** Season Ticket Invoices Are Due and Payable in Full on or Before May 1 of each year.

PRINT NAME OF INDIVIDUAL OR ENTITY: \_\_\_\_\_ DATE: \_\_\_\_\_

IF AN ENTITY, PRINT NAME AND TITLE OF PERSON SIGNING FOR ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_