

EXECUTIVE SUITE RENTAL AGREEMENT

This Executive Suite Rental Agreement (the "Agreement") governs the rental and use of an executive suite in the Premium Club area ("Premium Club") of the TD Garden ("Arena") by the individual or entity named on the applicable invoice ("Licensee") and Delaware North Companies, Inc.-Boston ("Company") for the applicable event ("Event"). The Agreement is comprised of these terms and conditions and the applicable invoice provided to Licensee by Company ("Invoice") and is made as of the Invoice date.

USE OF THE SUITE CONSTITUTES ACCEPTANCE BY LICENSEE OF THESE TERMS. IF LICENSEE DOES NOT AGREE TO THESE TERMS, LICENSEE MAY NOT USE THE SUITE OR ANY SUITE TICKETS, AND LICENSEE MUST DECLINE THE SUITE RENTAL IN ACCORDANCE WITH THE TERMS OF PURCHASE.

In consideration of the mutual promises, covenants, and undertakings contained herein and for good and other valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties hereto, the Company and the Licensee hereby agree as follows:

1. License. Subject to full and timely payment of the rental fees set forth on the Invoice ("Rental Fee") and Licensee's compliance with the terms and conditions of this Agreement, the Company hereby grants to the Licensee a license (the "License") during a period designated by the Arena prior to and following the Event to (i) enter the Arena through the designated Premium Club entrances, (ii) access the Premium Club areas on Levels 5 and 6 of the Arena, (iii) use the executive suite set forth on the Invoice ("Suite") to view the Event, and (iv) distribute those Event tickets for such Suite provided by Company to Licensee's guests.

2. Event. The License shall be in effect for a period designated by the Company prior to and following the Event as necessary for attendance of the Event.

3. Rental Fee. In consideration of the License granted by the Company, the Licensee shall pay to the Company the Rental Fee as set forth on the Invoice.

4. Admission to the Suites. The Licensee's exercise of the License shall be conditioned upon the presentation by each Licensee invitee of a valid ticket to the Suite for the Event, which tickets shall be provided by the Company to the Licensee prior to the Event.

5. Access by Company. The Company and its officers, agents, employees, contractors and designees shall have access to the Suite during the term of the License to such extent as they, in their sole discretion, deem necessary or advisable.

6. Covenants of the Licensee. The Licensee hereby covenants as follows:

(i) not to create a nuisance, or objectionable noises, odors or vibrations, nor suffer or commit waste, strip, damage, casualty or vandalism in the Suite, such that the Suite and its furnishings shall remain in good order and repair;

(ii) to comply with any and all applicable governmental laws, orders, rules and regulations and with all rules and regulations adopted by Company relating to the use of the Suite;

(iii) not to suffer, or engage in, improper conduct while using the Suite, and to refrain from interfering with Company's business or the enjoyment of the Event by other patrons; and

(iv) to be responsible for (x) the compliance of its invitees, including all Suite ticketholders for the Event, with the foregoing and (y) the conduct and safety of its invitees, including all Suite ticketholders for the Event, in the Suite and their entry to and exit from the Suite.

7. Exoneration; Indemnity.

(a) Neither the Company nor its parent or affiliated companies nor any of their respective officers, directors, shareholders, agents, employees, or servants (collectively, the "Company Group") shall be liable or responsible for any injury, loss or damage to the persons or property of the Licensee or any invitees of Licensee, unless such injury, loss or damage results solely from the negligence or intentionally wrongful act of the Company.

Company shall not be liable to Licensee for any compensation or reduction of the Rental Fee by reason of inconvenience or annoyance arising from the necessity of Company or its designees to enter the Suite for any purpose.

(b) The Licensee shall indemnify and hold the Company and the Company Group harmless against any and all claims, liabilities, losses, damages, penalties, recoveries, suits, judgments or execution, costs and expenses (including reasonable attorney's fees and court costs) of any kind whatsoever which may be suffered by, accrued against, be charged to or recoverable from any of the Company Group, occasioned within the Suite or Arena or ways or walks adjacent thereto, or outside the Arena or the building in which the Arena is located by reason of any injury to property and/or persons occasioned by any act or omission, neglect or wrongdoing, or by reason of non-compliance with the terms of this Agreement or with applicable laws, rules and regulations, by the Licensee or invitees of Licensee (including all Suite ticketholders for the Event), and Licensee shall, at its sole cost and expense, defend and protect the Company Group against any and all such claims or demands.

8. No Transfers or Assignments. The Licensee shall neither voluntarily nor involuntarily sell, assign, hypothecate or in any manner apportion, distribute, share, transfer or assign any of its rights or interests arising under this Agreement except with the prior written approval of the Company, which approval may be granted, granted subject to conditions, or withheld by the Company in its sole discretion. SUITE TICKETS MAY NOT BE RESOLD.

9. Force Majeure. The Company shall not be responsible to the Licensee through a refund of the Rental Fee or otherwise for the cancellation or non-performance of the Event, the inability of the Licensee to use the Suite or the Company's failure or delay in providing services by reason of Acts of God, war, civil commotion, fire, flood or other casualty, strikes, or other labor difficulty, shortages of labor or materials or equipment, government order or regulation or other causes not reasonably within Company's control, or of any act, failure to act or neglect of Licensee.

10. Entire Agreement; Interpretation; Severability. This Agreement (including the Invoice) is an integrated

contract which contains all agreements of the parties with respect to the License, the Suite, the Arena and any other subject hereof. No other prior or contemporaneous agreement or understanding pertaining to the Suite shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification. There are no oral or written statements, representations, agreements or understandings that modify, amend or vary any of the terms of this Agreement. In the event that any one or more of the phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid by the final and unappealable order of a court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrase, clause or section.

11. Authority. Any individual executing this Agreement on behalf of, or as representative for, a person, partnership, corporation or other entity represents that he is duly authorized to execute and deliver this Agreement on behalf of such person or entity and that this Agreement is binding upon such person or entity in accordance with its terms. If it is a corporation, the Licensee shall, if requested by the Company, deliver to the Company at the time of the execution hereof, a certified copy of a resolution of its Board of Directors authorizing the execution of this Agreement.

12. Joint and Several Obligations. If the Licensee is or becomes comprised of two or more persons or entities, all obligations of the Licensee herein shall be the joint and several obligations of the persons and entities constituting the Licensee.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

14. Parking. If set forth on the Invoice, subject to payment of the Parking fee, Company will provide to Licensee parking passes for the number of undesignated, normal vehicle parking spaces set forth on the Invoice in the parking facility located below the Arena (the "Parking Garage") for the Event. The Company's sole obligation shall be to provide the parking passes, which passes shall be subject to the terms and conditions imposed by the operator of the Parking Garage. The Owner shall in no event be responsible for the operation or maintenance of the Parking Garage.