

**BPS STADIUM USAGE AGREEMENT**

for

George Robert White Schoolboy Stadium

located in

Franklin Park, Boston, Massachusetts

by and between

THE BOSTON PUBLIC SCHOOLS,  
on behalf of The City of Boston George Robert White Fund,

and

THE BOSTON PARKS AND RECREATION DEPARTMENT,  
individually or collectively, as the context may require, as City

and

BOSTON UNITY STADCO LLC, as Team

Dated as of December 23, 2024

## **BPS STADIUM USAGE AGREEMENT**

THIS BPS STADIUM USAGE AGREEMENT (this “**Agreement**”) is made as of December 23, 2024 (the “**Effective Date**”), by and between THE BOSTON PUBLIC SCHOOLS (“**BPS**”) and THE BOSTON PARKS AND RECREATION DEPARTMENT (“**BPRD**”), each on behalf of The City of Boston George Robert White Fund (BPS and BPRD individually or collectively, as the context may require, the “**City**”), and BOSTON UNITY STADCO LLC, a Massachusetts limited liability company (the “**Team**”). The City and the Team may each be referred to herein individually or collectively, as the context may require, as a “**Party**” or the “**Parties**.”

### RECITALS

WHEREAS, BPS, as “Landlord,” and the Team, as “Tenant,” are parties to that certain Lease Agreement dated as of the Effective Date (the “**Lease**”), pursuant to which BPS leases to the Team, and the Team leases from the BPS, certain limited portions of White Stadium Parcel (as defined in the Lease), as more particularly described as the “Leased Premises” in the Lease;

WHEREAS, the Lease contemplates the City and the Team entering into an agreement, complementary to the Lease, for the purpose of governing, among other things, the Team’s limited use, operation, and maintenance of the White Stadium Parcel within an overarching framework that ensures the City’s primary objective of providing a modernized, City-controlled recreational complex for the benefit of students of the BPS and other constituents of the City of Boston (including the general public); and

WHEREAS, in furtherance of the foregoing, the City and the Team desire to enter into this Agreement, which is the “Stadium Usage Agreement” (as defined to in the Lease), so as to set forth certain of their respective rights, obligations, and additional agreed responsibilities relating to, among other things, to (i) the licensing of certain specifically prescribed areas of the Stadium and (ii) other operational, maintenance and repair responsibilities of the Parties, subject to and in accordance with the terms and conditions set forth herein, the Lease, and the ‘Granted Entitlements’ (as defined in the Lease).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Team, intending to be legally bound, hereby agree as follows:

#### **ARTICLE 1 DEFINITIONS**

Section 1.1 Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed to such term in the Lease.

## ARTICLE 2 LEASE

Section 2.1 Lease. This Agreement shall be subject and subordinate to all of the terms, covenants, and provisions of the Lease, which are incorporated herein by reference.

## ARTICLE 3 TERM OF AGREEMENT

Section 3.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Commencement Date of the Lease and run concurrently with the Term of the Lease, inclusive of any and all extensions thereof, and accordingly, the Term of this Agreement shall be coterminous with the Lease and shall terminate automatically upon the expiration or earlier termination of the Lease.

## ARTICLE 4 STADIUM USE AND SCHEDULING

### Section 4.1 General.

(a) The portion of the Stadium and Property not leased to the Team pursuant to the Lease shall be referred to herein as the “**City Retained Area**.” The City Retained Area contains: (i) the “**City Exclusive Area**,” being, collectively, all portions of the City Retained Area in the Stadium that are not included in the City Shared Area, as such City Exclusive Area may exist and be modified from time to time, including without limitation any of the following existing from time to time: an administrative office area in the East Grandstand, the locker room area in the East Grandstand, the BPS athletic equipment storage area in the East Grandstand, and the student athletic hub in the East Grandstand (including, without limitation, the student resource area, strength and conditioning area, and sports medicine suite); and (ii) the “**City Shared Area**,” being, collectively, (w) the seating and aisle areas within the East Grandstand, (x) the general concourse areas within the East Grandstand necessary to utilize the seating area and service and provide amenities for patrons during Game Days (including the public restrooms (as opposed to restrooms just serving the City Exclusive Area) and concessions areas), (y) the Playing Field, and (z) the Track (to the extent required for placement of moveable seating and access and amenity areas on Game Days). The City Exclusive Area and City Shared Area are outlined on **Exhibit A** attached hereto.

(b) The portion of the Stadium within and constituting the Leased Premises consists of: (i) the “**Team Exclusive Area**,” being, collectively, (w) the administrative office areas in the West Grandstand, (x) the locker room areas in the West Grandstand, (y) the private suites and boxes, private club areas, and private lounge areas, and related facilities, and (z) all internal storage areas in the West Grandstand; and (ii) the “**Team Shared Area**,” being, collectively, all portions of the Leased Premises that are not part of the Team Exclusive Area, with such Team Shared Area including, without limitation, (I) the seating and aisle areas within the West Grandstand, (II) the general concourse areas within the West Grandstand (including the public restrooms (as opposed to restrooms just serving the Team Exclusive Area) and concessions areas), (III) the press box and associated media areas in the West Grandstand, and (IV) the “control room” in the West

Grandstand. The Team Exclusive Area and Team Shared Area are outlined on **Exhibit B** attached hereto. The Team Shared Area shall also include the Grove Lawn Area.

(c) The rights and privileges with respect to the use and occupancy of the Grove Lawn Area and the South Crescent Building (each as defined in the Lease) are further addressed in the Lease.

(d) The term “**Shared Stadium Areas**” as used in this Agreement shall refer only to the City Shared Area and the Team Shared Area. With respect to either the Team’s or the City’s use of the Shared Stadium Areas as contemplated herein, such use shall expressly exclude (a) any right of the City to use any portion of the Team Exclusive Area, and (b) any right of the Team to use any portion of the City Exclusive Area.

Section 4.2 Use and Occupancy by Team.

(a) Grant.

(i) Subject to the terms and conditions of this Agreement, as of the Commencement Date, the City hereby provides to the Team, and the Team hereby accepts, a license to use and occupy all of the City Shared Area (including any Stadium Fixtures located thereon), at the times and in the manner set forth in this Agreement. The Team acknowledges and agrees that the right to use and occupy the City Shared Area is a license only, and that the Team shall not acquire any estate or title or real property interest in the City Shared Area.

(ii) In addition, the City hereby provides to the Team, and the Team hereby accepts, a license for pedestrian (and vehicular to the extent of any paved roads intended for vehicular use) ingress and egress to and from the Stadium through such portions of Franklin Park abutting the Stadium Parcel that are identified in the TAPA, which ingress and egress the City hereby acknowledges must be sufficient to accommodate the Team’s use of the Stadium for Team Events and the year round operation of the Grove as contemplated herein and in the Cooperation Agreement.

(iii) Subject to the terms and conditions of this Agreement, the Team accepts the City Shared Areas on an “as is” basis and in its condition as of the date of this Agreement and as of the commencement of each Team Event. Except as otherwise expressly provided herein or in the Lease, the City is expressly relieved and released from any duty or obligation to provide any improvements, maintenance, repairs, or services or perform any alterations to the City Shared Areas during the Term. The Team further acknowledges that the City has not made and shall make no representation or warranty, express or implied, as to the condition of the City Shared Area or the Property or the suitability of the City Shared Area or the Property for the Team’s intended use of the City’s Shared Areas and the Leased Premises as the venue for its home professional soccer matches in the NWSL. For the avoidance of doubt, however, the foregoing shall not reduce or limit the obligations of the City to complete the City’s construction obligations under the Work Letter attached to the Lease.

(b) Team Use. Subject to the terms and conditions of this Agreement the Team shall be entitled to use the Shared Stadium Areas for the limited purposes of: (i) hosting Team home games during the NWSL season (“**Team Games**”); (ii) hosting one weekly team practice during



weeks when the Team has a game during the NWSL season (“**Team Practices**”); (iii) hosting Other Team Events (as defined below) if and to the extent permitted by the City in accordance with the provisions of this Agreement (such Team Games, Team Practices, and Other Team Events referred to herein, individually or collectively, as the context may require, as a “**Team Event**” or “**Team Events**”); (iv) during Team Events (other than Team Practices), the sale of food and alcoholic and non-alcoholic beverages, souvenirs, and other items normally considered “concessions”; and (v) during Team Events (other than Team Practices), such other activities as are associated with, are customarily conducted in connection with, or are related to, the conduct of a NWSL team during home games and practices. No Team Game shall be scheduled to start later than 8:30 p.m. (ET); and the Parties acknowledge day of game weather conditions may require cooperation between the City and the Team as to delay or rescheduling to a different date. Subject to the terms and conditions of this Agreement the Team’s rights under this Agreement shall in all cases include the right of any Tenant Party to use and occupy the City Shared Area in connection with any Team Event; provided, however, that in no event shall any Tenant Party be deemed to have greater rights or licenses than the Team itself, and in all events, the Team shall be responsible for all Tenant Parties.

(c) Rights and Limitations on Team Use. Notwithstanding any other provisions of this Agreement, the Team’s possession and use of the Shared Stadium Areas shall be subject to the following limitations:

(i) The Team shall not occupy or use the Shared Stadium Areas (or permit the use or occupancy of the Shared Stadium Areas): (a) for any purpose other than the uses set forth in Section 4.2(b) of this Agreement; (b) in any manner that violates: (w) any Legal Requirement, (x) any of Granted Entitlements; (y) any of the covenants, agreements, terms, provisions and conditions of this Agreement or the Lease; or (z) any easement, covenant, restriction, or other instrument to which the Property is currently bound or any such easements, covenants, restrictions or other instruments entered into by the City after the date hereof (provided such instruments entered into after the date hereof do not have a material adverse affect on the Team’s rights under this Agreement or under the Lease); (c) in any manner which may invalidate or increase the premium of any policy of insurance carried by the City on the Property or covering its operations; (d) in any manner which will suffer or permit the City Shared Area, the Property, or any part thereof to be used in any manner or anything to be brought onto or kept thereon which shall in any way impair or tend to impair the character, reputation or appearance of the Property (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas); or (e) in any manner which will create an unreasonable disturbance or interference with the use or enjoyment of other properties in the vicinity of the Stadium or other users of Franklin Park (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas).

(ii) The Team shall not schedule or hold any activities or events at the Shared Stadium Areas or any portion thereof, other than Team Games and Team Practices (in each case, subject to the provisions of this Agreement), without, in each case, first obtaining the City’s prior written consent, which may be granted or withheld in the City’s sole and absolute discretion, and which may be conditioned on revenue-sharing requirements and other factors and conditions as determined by the City. To the extent the City permits any such activity or event, then such activity or event shall be referred to as an “**Other Team Event**,” and such Other Team Event shall be

strictly limited to the scope of the activity or event permitted by the City (including, without limitation, the duration thereof).

(iii) The Team's use of the Shared Stadium Areas for Team Practices shall be limited to a four (4) consecutive hour period on the applicable scheduled date (it being acknowledged that a visiting team may use the Shared Stadium Area for practice during such time period). For the avoidance of doubt, there may be City Events at the Stadium on the same date as Team Practices, and the timing for the Team Practice shall be coordinated to reasonably accommodate the City Event.

(iv) The Team's use of the Shared Stadium Areas for Team Games (including the time for set up, including set up of temporary seating, covering the Track, and the like) shall in no event begin prior to 12:00 p.m. (noon) (ET) on the applicable scheduled date (subject to Section 5.2 of this Agreement); provided, however, (a) the City and the Team, each agreeing to act reasonably, may mutually agree to extend out such time period (i.e., to a time that is before or after 12:00 p.m. noon (ET)) depending on the start time of the Team Game and the time that the Team reasonably requires to set up and prepare the Shared Stadium Areas for Team Games) provided that early access does not interfere with any City Event, and (ii) the public event programming of Team Games will be limited to the period commencing two (2) hours prior to the scheduled kickoff and ending upon the earlier to occur of (a) one (1) hour following the conclusion of such game or (b) 11:30 p.m. (ET). For the avoidance of doubt, there may be City Events at the Stadium on the same day as Team Games; provided the timing for such City Event shall conclude on or prior to 12:00 p.m. (noon) (ET) on the applicable day, subject to extension of such time as provided above.

(v) The Team's use of the Shared Stadium Areas for Other Team Events shall be strictly limited to the scope, date and time period permitted by the City for such applicable Other Team Event.

(vi) For all Team Events, the Team shall cause all use of the Shared Stadium Areas' audio/visual systems and any other amplified sound to comply with all Legal Requirements, including, without limitation, the Noise Control Act of 1972, 42 U.S.C. § 4901 *et seq.*, the Noise Control Regulation, 310 Mass. Reg. 7.10, issued by the Massachusetts Department of Environmental Protection under the authority of M.G.L. c. 111, §§ 142B and 142D, and all regulations for the control of noise issued by the City of Boston or any department thereof (all as may be impacted (e.g., increased) by sound limitations set forth in the granted special events permit for such Team Event). The City acknowledges that: (a) the Team underwent Large Project Review under Article 80 of the Boston Zoning Code (the "**Article 80 Review**") in connection with the proposed redevelopment of the Stadium, (b) as part of the Article 80 Review, the Team conducted and submitted noise studies and committed to mitigation and design measures to limit or minimize noise, and (c) the BPDA determined that the Team's measures to mitigate noise, including limiting amplified sound from the Stadium to not more than 80 decibels A ("**dba**") in surrounding neighborhoods, and less in homes, were approved by the BPDA for the purposes of the BPDA approvals, and said determination is contained in the BPDA Board Memorandum. The Team shall take all reasonable measures to limit noise generated by Team Events, including, without limitation, utilizing directional speakers and sound buffering structures, and installing and operating noise and vibration monitoring systems to monitor noise and vibration emanating from

the Shared Stadium Areas at the Property line and undertaking appropriate measures to respond to elevated levels of the same. Consistent with the BPDA Board Memorandum and Cooperation Agreement, in no event shall amplified sound exceed 80 dbA in immediate neighborhoods surrounding the Stadium, and less within homes within such neighborhoods. The Team shall implement appropriate sound monitoring measures and will provide the monitoring results to the City. The Team shall engage a qualified sound expert to advise on measures to reduce the amplified sound emitting from the Stadium and will implement all such reasonable suggestions.

(vii) With respect to any lighting used in connection with Team Events, the Team shall take reasonable measures to limit the adverse effects of such lighting within the neighborhoods surrounding the Stadium.

(viii) The Team's use of the Shared Stadium Areas shall be subject to any and all reasonable rules and regulations imposed by the City from time to time (taking into account the Granted Entitlements and the intended use of the Shared Stadium Areas); provided, however, in the event of any conflict between the terms of this Agreement, on one hand, and such rules and regulations on the other, the terms of this Agreement shall control.

(ix) All Team Events shall further be subject to the scheduling requirements set forth in Section 4.5 of this Agreement.

(d) Playing Field. In addition to the Team's rights to use the Playing Field for Team Games as set forth herein, and subject to the terms and conditions of this Agreement, the City hereby provides to the Team, and the Team hereby accepts, a license to use and access the Playing Field, as is also necessary to fulfill the Team's obligations with respect to the year-round maintenance and repair of the Playing Field, as more particularly described in Section 6.4; provided the Team may not access or use the Playing Field for this purpose at such times as it is being used for scheduled City Events with due regard at all other times for the necessity of such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder. The Team's maintenance of the Playing Field also shall not interfere with use of the Track by the general public as contemplated in Section 4.4 (but giving due regard for the necessity of such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder), except in a de minimis manner, or for emergency repairs to prevent harm or injury.

(e) City Shared Area. In addition to the Team's rights to use the City Shared Area for Team Games and other Team Events as set forth herein, and subject to the terms and conditions of this Agreement, the City hereby provides to the Team, and the Team hereby accepts, a license to use and access the City Shared Area as necessary to fulfill the Team's year-round maintenance, repair, and replacement obligations with respect to the City Shared Area (inclusive of any Stadium Fixtures thereon), as more particularly described in Section 6.2; provided that the Team may not access or use such areas for this purpose at such times as it is being used for scheduled City Events with due regard at all other times for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder. The Team's maintenance, repair, and replacement obligations of the City Shared Area also shall not interfere with the use of the City Shared Area by the general public as contemplated in Section 4.4 (but giving due regard for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder), except in a de minimis manner or for emergency repairs to prevent harm or injury.

(f) Team Exclusive Area. The Team shall have the exclusive use and access to the Team Exclusive Area at all times during the Term (including during any City Event (as defined below)), subject to the provisions of this Agreement and the Lease; provided, however, during any City Events, the Team shall comply with any reasonable credentialing or security requirements of the City to access the Team Exclusive Area.

(g) Conclusion of Team Events. Upon the conclusion of each Team Event, the Team shall, at its sole cost and expense, clean the Leased Premises and Shared Stadium Area, and the rest of the Property, and remove all debris and trash therein, and shall quit and surrender the City Shared Area to the City clean, free of all debris and trash, in good order and condition and otherwise in the same condition existing immediately prior to such Team Event, and the Team shall remove all of its property (including any temporary seating or temporary advertising) from the City Shared Area and the other areas of the Property (unless another reasonable alternative to removal is approved in writing by the City), and shall pay the cost to repair all damage to the City Shared Area or the Property occasioned by the use of the City Shared Area, such removal, or otherwise. The City, at its option, may store in the Team's name at the Team's expense any property not removed from the City Shared Area or the other areas of the Property upon the conclusion of each Team Event (unless another reasonable alternative to removal was approved in writing by the City). If the Team does not claim such property within ten (10) days after written notice from the City to the Team, then such property shall be deemed abandoned by the Team and may be retained by the City as its property, or disposed of in any manner deemed appropriate by the City, without recourse by or payment to the Team. Any expense incurred by the City in storing, removing or disposing of such property shall be reimbursed to the City by the Team within thirty (30) days following the Team's receipt of written demand for such amounts. The City and the Team recognize the efficient operation of the Stadium as a whole may require mutual agreement as to storage areas throughout, and shall mutually cooperate in good faith from time to time throughout the Term to identify and provide for such areas if appropriate and reasonable on an interim or regular basis. In addition to the foregoing, within three (3) hours after the conclusion of each Team Event, the Team shall remove all trash and debris from (x) the Shared Stadium Areas, and (y) all public spaces within the area identified and depicted **Exhibit C** attached hereto (the "**Park Impact Area**"), and with respect to Team Events only, such additional areas outside of the Stadium as reasonably identified by the Parties in consultation with the White Stadium Neighborhood Advisory Council; provided, however, the City may in its sole, but reasonable discretion (taking into account in good faith all relevant factors, such as the conclusion time of the Team Event and weather conditions), unilaterally extend such three (3) hour period for a particular Team Event on a one off basis by providing written notice of such extension to the Team (which notice may be given via email).

(h) Licenses. The licenses granted herein by the City to the Team are all "non-exclusive" in nature, and the City shall be permitted to grant to others such licenses to the areas described herein in its sole and absolute discretion provided such licenses to others do not materially interfere or conflict with the Team's exclusive rights to use the Leased Premises and the City Shared Area for all Team Events. Further, the licenses granted herein by the City to the Team are all subject to the Team entering into separate event license agreements with the applicable departments of the City of Boston, including, without limitation, BPRD and BPS. Such licenses may be on an annual or seasonal basis, such as for regularly scheduled Team Games, or on an event by event basis, as the Team may elect. It is acknowledged that this Agreement grants

to the Team the right to receive, and the applicable departments of the City of Boston shall issue, such licenses; the Team acknowledging that it will need to apply for new licenses prior to the start of each NWSL season for the use of the licensed areas granted herein for such NWSL season. Neither BRPD nor BPS, in connection with their approval, may impose requirements that: (i) are inconsistent with the terms of this Agreement or the Lease or would violate the Granted Entitlements, (ii) would materially increase the Team's obligations beyond the obligations set forth in this Agreement or the Lease, or (iii) would materially restrict the Team's use of the various licensed areas as contemplated by this Agreement and the Lease. Further, such license(s) shall contemplate the ability of the Team to delay a Team Game due to adverse weather conditions so long as such Team Game is held on the same calendar day.

#### Section 4.3 Use and Occupancy by City.

(a) Grant. Subject to the terms and conditions of this Agreement, as of the Commencement Date, the Team hereby provides to the City, and the City hereby accepts, the right to use and occupy all of the Team Shared Area (including any Stadium Fixtures thereon), at the times and in the manner set forth in this Agreement.

(b) City Use. Subject to the terms and conditions of this Agreement, the City (including the City of Boston and any department thereof) shall be entitled to use and license for use by others the Shared Stadium Areas for activities and events at all times, other than those times on which the Team has exclusive use of the City Shared Area for a Team Event, for any lawful purpose (such activities or events referred to herein individually or collectively, as the context may require, as a "City Event" or "City Events"), which City Events may include any activities or events of any nature in alignment with park policies, including, without limitation, concerts, other musical performances, theatrical presentations, religious gatherings, corporate events, business conferences, convention meetings, banquets and other functions, community festivals, cultural, athletic, educational, commercial and entertainment events and any other event or activity, whether similar or dissimilar to the foregoing, and other uses that may be ancillary or related to the operation and use of the Shared Stadium Areas. Subject to the terms and conditions of this Agreement, the City's rights under this Agreement shall in all cases include the right of Landlord or any Landlord Party to use and occupy the Team Shared Area in connection with any City Event; provided, however, that in no event shall Landlord or any Landlord Party be deemed to have greater rights or licenses than the City itself. To the extent the City desires to license the Shared Stadium Area for use in connection with a for-profit event (which is not BPS related or hosted by the City of Boston or any department thereof), then the host of such event shall be required to get a license from the Team for the use of the Team Shared Area, as to which the Team may set terms and conditions (including for example, provisions for maintenance, trash and debris, access provisions, event security, hours of operation, ad hoc event insurance, and security/damage deposit to cover potential damage, and reasonable fees) for such license.

(c) Playing Field. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, including, without limitation, the provisions of Section 6.4, the Team acknowledges and agrees that the City's use of the Playing Field and the Track for City Events will be robust and will cause wear and tear to the grass surface. The Team shall factor such robust City use and wear and tear into its annual Playing Field maintenance plan. The City shall not be obligated to limit the frequency or intensity of its use of the Playing Field for City Events;

provided that (i) the City shall comply with Section 6.4(b) below, (ii) upon the Team's written request from time to time, the City will reasonably consult with the Team's Playing Field maintenance consultants, and (iii) the City will reasonably evaluate written recommendations made from time to time by the Team's Playing Field maintenance consultants. The City shall in no event use the Playing Field or Shared Stadium Areas for the purposes of holding any football games or football practices on the Playing Field prior to the conclusion of all Team Games during an applicable NWSL season, without first obtaining the Team's prior written consent which the Team may grant, condition or withhold in its sole discretion. Other than the foregoing seasonal limitation on football games or football practices, all uses of the Playing Field and the Track in connection with City Events will be expressly allowed, subject to implementation of reasonable protective measures for use other than as a playing field agreed upon in good faith by the Team and City intended to reduce material damage to the Playing Field (e.g., acceptable platforms and coverings, weight limitations, non-invasive or penetrating equipment or seating, and protective planks for wheeled vehicles). Notwithstanding anything to the contrary contained herein but subject to compliance with Section 6.4(b), the City shall have the sole discretion to determine if the Playing Field is in suitable condition for use for each City Event, and the City is not obligated to refrain from using the Playing Field due to weather conditions or on account of the Playing Field being wet.

(d) City Exclusive Area. The City shall have the exclusive use and access to the City Exclusive Area at all times during the Term; provided, however, during any Team Event, the City shall comply with any reasonable credentialing or security requirements of the Team to access the City Exclusive Area.

(e) Conclusion of City Events. Upon the conclusion of each City Event, the City shall, at its sole cost and expense, remove all of its property and shall pay the cost to repair all damage to the Team Shared Area occasioned by the City's use of the Team Shared Area (unless another reasonable alternative to removal is approved in writing by the Team), such removal, or otherwise; provided the Team acknowledges robust wear and tear to the grass surface of the Playing Field resulting from the use of the Playing Field permitted by this Agreement shall not itself be deemed to be damage or impairment to the Playing Field for which the City is responsible. The Team, at its option, may store in the City's name at the City's expense any property not removed from the Team Shared Area upon the conclusion of each City Event (unless another reasonable alternative to removal was approved in writing by the Team for such property). If the City does not claim such property within ten (10) days after written notice from the Team to the City, then such property shall be deemed abandoned by the City and may be retained by the Team as its property, or disposed of in any manner deemed appropriate by the Team, without recourse by or payment to the City. Any expense incurred by the Team in removing or disposing of such property shall be reimbursed to the Team by the City within thirty (30) days following the Team's receipt of written demand for such amounts. The City and the Team recognize the efficient operation of the Stadium as a whole may require mutual agreement as to storage areas throughout, and shall mutually cooperate in good faith from time to time throughout the Term to identify and provide for such areas if appropriate and reasonable on an interim or regular basis.

Section 4.4 General Public. The Team acknowledges that, other than during Events (as defined below): (i) the Track, (ii) the public restrooms located in the West Grandstand and the East Grandstand as depicted on **Exhibit D** attached hereto (including, such concourse areas,

stairwells, and elevators as are necessary for ingress and egress thereto), (iii) the stairs and seating areas of both the West Grandstand and the East Grandstand (including, such concourse areas, stairwells, and elevators as are necessary for ingress and egress thereto), and (iv) subject to the provisions of the Lease, the Grove Lawn Area, will each be open to and made available for normal general public use daily from 6:00 a.m. (ET) to 9:00 p.m. (ET), subject to such rules and regulations, as the City may establish from time to time. For the avoidance of doubt, the City shall have the right from time to time to adjust the foregoing hours of availability for normal general public use and access so long as the time frame for such general public use remains at least fifteen (15) hours per day. Accordingly, the Team agrees to use good faith, commercially reasonable efforts to perform its maintenance, repair, and replacement obligations set forth herein or in the Lease so as to minimize any disruption to the use and access of the foregoing areas by the general public with due regard for such reasonable access as is necessary to meet the Team's maintenance and repair obligations hereunder.

#### Section 4.5 Scheduling of Events.

(a) Cooperation in Scheduling. The Parties acknowledge that, within the framework established by this Section 4.5, the scheduling of Team Events and City Events (collectively, "Events") at the Shared Stadium Areas must be a cooperative endeavor. There may be occasions on which more than one Event may be held at the Shared Stadium Areas on a single day. The City and the Team agree to recognize, and in good faith, attempt to accommodate the legitimate interest of the other with respect to the scheduling of Events at the Shared Stadium Areas.

(b) Master Calendar. Throughout the Term, the City shall establish and maintain a master calendar for Events at the Shared Stadium Areas, which shall control in the event of any scheduling disagreement between the Parties. At least monthly throughout the Term, and more frequently if so requested by the Team, the City shall provide the then current calendar to the Team, disclosing all events (whether Team Events or City Events) which have been scheduled at the Shared Stadium Areas in accordance with the terms of this Agreement. No Event shall proceed unless it has been scheduled. In developing the master calendar for Events, the City will consult with the White Stadium Neighborhood Advisory Council. The Team acknowledges that Franklin Park is heavily used for Juneteenth activities; accordingly, no Team Event shall occur on Juneteenth.

(c) Priority of Events. In partnership with the community, the City will actively schedule the Stadium throughout each calendar year during the Term for City Events (including, without limitation, BPS Games (as defined below), BPRD events, and other community events). The City will control the scheduling of the Stadium. The City and the Team agree to cooperate in good faith to schedule events at the Stadium during each NWSL season, subject to following order of priority (for the avoidance of doubt, (x) each of the following clauses under this subsection (c) shall have absolute priority over all subsequent clauses, and (y) the City shall have the sole and absolute right to control the schedule for uses and events during each NWSL offseason):

(i) City Major Events. The City shall have an absolute scheduling priority over all other Events for up to twelve (12) City Events each calendar year that the City designates as major events ("**City Major Events**"); it being acknowledged that (a) each calendar day scheduled/reserved for a City Major Event shall be considered a separate City Major Event and

count against the twelve (12) City Major Events (by way of example, if an event will occur over the course of three (3) consecutive calendar days, then the City would use three (3) of its twelve (12) City Major Events to black out the three (3) day period for such single event); (b) the City can merely reserve such dates as opposed to having an actual predetermined event scheduled for such date (and no Team Event may be held on any such reserved date irrespective of whether the City holds an event on such date), and (c) the City will schedule and host other City Events as contemplated in clauses (ii) and (iii) below. City Major Events may include, without limitation, major City (including the City of Boston and any department thereof), community, BPS, and BPRD events. The Team shall advise the City in writing at least sixty (60) days prior to the start of the scheduling process for each upcoming NWSL season (which notice shall specify the start and end dates for such NWSL regular season). The NWSL may provide such notice in lieu of the Team and in the event the Team and the NWSL provide notice, the first such notice received by the City will control. Within thirty (30) days following the City's receipt of such applicable notice, the City shall notify the Team in writing of the designated dates for such City Major Events. If the Team fails to timely provide such notice, then the City may schedule such City Major Events even if after the NWSL season is scheduled and such City Major Events will nevertheless take precedence. In scheduling City Major Events, the City agrees that at least two weekends (meaning Friday through Sunday) per month during the NWSL regular season shall remain available for Team Games to be scheduled, subject to and in accordance with the provisions of clause (ii) below; it being acknowledged that such weekend availability shall be appropriately prorated for any partial month occurring during the NWSL regular season.

(ii) Co-Priority for BPS Games and Team Games. Home games and meets for BPS athletic teams ("**BPS Games**") and Team Games shall share scheduling priority over any Other City Events (defined below), Team Practices, and Other Team Events. Subject to the foregoing, the Team shall be permitted to host a maximum of twenty (20) Team Games during any single NWSL season, including the preseason and postseason (of which not more than sixteen (16) Team Games may occur between April 1 and October 31, and such Team Games shall only be permitted during a maximum of two (2) weekends in any given four week period). In order to allow the City to effectively plan for BPS Games, each year throughout the Term, the Team shall coordinate with the City in advance of delivering any proposal or updated proposal to the NWSL with respect to desired game dates and times (and the Team shall in good faith incorporate the City's feedback and modify the proposed dates and/or times of any proposed Team Games to the extent requested by the City); it being acknowledged that (a) the Team will use commercially reasonable efforts to have no more than four weekend Team Games start prior to 5:00 p.m. (ET) in order to allow the City and the general public to use the Stadium, and (b) the Team will use commercially reasonable efforts to have Team Games generally scheduled to start during the late afternoon or evening as opposed to during the day, so as to ensure the Stadium is available for public use. No Team Game shall be permitted to start later than 8:30 p.m. (ET). Further, the Team agrees to provide written notice to the City of: (i) the draft NWSL schedule for the ensuing NWSL season (and any draft post-season NWSL schedule) within two (2) Business Days after receipt thereof by the Team, (ii) any interim and the final NWSL schedule for the ensuing and current NWSL season (and any final post-season NWSL schedule) within two (2) Business Days after receipt thereof by the Team, and (iii) any proposed or implemented updates to any of the foregoing materials within two (2) Business Days after receipt thereof by the Team. At the City's request after its receipt of any NWSL schedule, the Team shall meet and confer with the City regarding the City's scheduling wishes in response to the NWSL schedule, and the Team shall use good faith



efforts to revise the dates and/or times of any Team Games to the extent requested by the City. The Parties recognize that BPS Games and Team Games may occasionally have to be rescheduled due to adverse weather conditions for Playing Field conditions; provided, however, that in rescheduling any BPS Games and Team Games, the Parties shall coordinate with each other and use good faith, best efforts to minimize any displacement of any previously scheduled City Event (and, for the avoidance of doubt, the Team shall have no right to displace a City Event). Other than when necessary due to the weather-based postponement requirements of the NWSL, the Team will not request or approve a change to the Team's schedule without both coordinating the same in advance with the City and obtaining City's prior written approval (in the City's sole discretion). The parties recognize that the NWSL schedule for post-season NWSL games will not be available to either the Team or the City until late in the NWSL season; to the extent the Team has any input over the scheduling of post-season games, it will coordinate the scheduling of the same with the City and use best efforts to prevent any displacement of any previously scheduled BPS Game (and, for the avoidance of doubt, the Team shall have no right to displace a scheduled City Major Event). If the Team schedules any Team Practice during the NWSL season, any BPS Game which becomes scheduled in accordance with this paragraph shall supersede any previously scheduled Team Practice at the same time. This priority shall be exercised by the City's delivery of written notice to the Team, which shall be delivered as soon as possible by the City once the City is aware of such scheduling conflict.

(iii) Other City Events. Any practices for Boston Public Schools athletic teams or other City Events that do not constitute City Major Events or BPS Games (“**Other City Events**”) shall have an absolute scheduling priority over any Team Practices or Other Team Events; provided, it is acknowledged that the Team shall be entitled to hold one (1) Team Practice at a reasonable time period during any week that the Team has a Team Game.

(iv) Team Practices. The Team shall have the right to schedule one (1) Team Practice during each week in which there is a Team Game at the Shared Stadium Areas. After the final NWSL schedule is released and the Team knows the dates of its Team Games, it will notify the City of which dates it would like to hold Team Practices; it being acknowledged, that all scheduled City Events (including any City Major Events and Other City Events) shall take precedence in terms of scheduling. Team Practices shall not be open to the general public.

(v) Other Team Events. If and to the extent that the City permits any Other Team Events (which, for the avoidance of doubt, the City has no obligation to do), then such Other Team Events shall have last scheduling priority over any other Events.

## **ARTICLE 5**

### **TEAM EVENT OBLIGATIONS; OTHER RELATED OBLIGATIONS**

Section 5.1 Staffing, Security, and Services. For each Team Event, the Team shall arrange for and pay the costs of personnel for security at the Shared Stadium Areas and the rest of the Property, ticket sellers, ticket takers, ushers, public address system announcers, public restroom attendants, cleaning personnel, video operators, and such other appropriate personnel for the safe and commercially reasonable conduct of such Team Event. For each Team Event, the Team shall be responsible for (i) providing and supervising personnel within the Shared Stadium Areas and on the rest of the Property, including ushers, (ii) providing crowd control and management within

the Shared Stadium Areas and on the rest of the Property (including, without limitation, removal of visibly intoxicated patrons and management of the orderly flow of crowds into and out of the Stadium and the Park Impact Area), (iii) providing and supervising first-aid personnel to operate one or more first aid facilities in the Shared Stadium Areas and one or more first aid facilities elsewhere on the Property as appropriate, (iv) providing emergency medical assistance, and (iv) providing such other personnel and services as are customary or appropriate in connection with the nature of such Team Event (including, without limitation, police detail for managing vehicular traffic within the Park Impact Area). For each Team Game, the Team shall operate and maintain the Shared Stadium Areas and the rest of the Property at least at the expected facility standard of the NWSL and otherwise in a high-quality standard and in compliance with all applicable Laws, this Agreement, the Lease, and the Granted Entitlements. For each Team Practice and Other Team Event (if any), the Team shall operate and maintain the Shared Stadium Areas and the rest of the Property in a high-quality standard and in compliance with all applicable Laws, this Agreement, the Lease, and the Granted Entitlements. For any Team Event, the Team shall be responsible for providing its own ambulances, medical equipment, facilities, trainers and doctors for the players, coaches, officials, spectators, and others participating in Team Event.

Section 5.2 Access Prior to Team Games. The City acknowledges that the Team Games may require the Team and certain Tenant Parties (e.g., visiting team personnel, NWSL personnel, media personnel, and broadcast teams) to have reasonable access to the Shared Stadium Areas on Team Game days in advance of such Team Game in order to prepare for the Team Game. The Team and any Tenant Parties may have such access to the Shared Stadium Areas provided that such access prior to 12:00 p.m. (noon) (ET) does not interfere with previously scheduled usage by the City and its constituents.

Section 5.3 Licenses and Permits. The Team, at its sole cost and expense, shall obtain and maintain any and all licenses, permits, approvals, certificates and authorizations from the City of Boston or any applicable Governmental Authorities necessary or appropriate to host any Team Event, and the City shall reasonably cooperate in the Team's pursuit of the foregoing consistent with its obligations as to the Leased Premises under Section 14.18 of the Lease, but in no event shall the City be required to prioritize the Team's pursuit or receipt of any of the foregoing.

Section 5.4 Alcohol Policy. The Team shall establish a commercially reasonable written policy with respect to the sale and consumption of alcoholic beverages at the Shared Stadium Areas during Team Events. The Team expressly acknowledges and agrees that such policy is being delivered to the City for informational purposes only, and no receipt, review or approval of such policy by the City, nor any comments, questions or feedback given with respect thereto by City, shall constitute the City's opinion that the same satisfy applicable laws or the City's grant of any permit or license to sell or serve alcohol; the Team remaining solely responsible for compliance with all applicable Laws in connection with the sale and consumption of alcoholic beverages at the Shared Stadium Areas during Team Events. The Team shall enforce such approved written policy with respect to the sale and consumption of alcoholic beverages at the Shared Stadium Areas. In all events, the policy shall forbid the sale of alcohol beverages to any individual who is intoxicated, to any individual not permitted by applicable law to purchase such beverages, and be consistent and in compliance with the general alcohol policies of the NWSL. The Team shall supervise the consumption of alcoholic beverages, and shall supervise and control the conduct of all event attendees in order to preserve the character of the Shared Stadium Areas

as a City-owned, sporting facility suitable for children and families. The Team shall be responsible, at its sole cost and expense, for obtaining and maintaining any requisite approvals, permits or licenses for the sale and consumption of any alcoholic beverages at the Shared Stadium Areas and the City shall reasonably cooperate in the Team's pursuit of the foregoing consistent with its obligations as to the Leased Premises under Section 14.18 of the Lease, but in no event shall such cooperation require the City to prioritize the Team's pursuit or receipt of the foregoing.

Section 5.5 Alcoholic Consumption. Without limiting the Team's indemnity obligations contained in this Agreement, it is the intention of the parties that the Team bear all risks relating to the storing, serving, and consumption of alcoholic beverages.

Section 5.6 Smoking. The Shared Stadium Areas shall be operated as a "No Smoking" stadium, and the Team shall prohibit smoking at the Shared Stadium Areas.

Section 5.7 Fireworks. Neither the Team nor any Tenant Party shall be permitted to utilize any firework or other pyrotechnic displays in connection with any Team Event.

Section 5.8 Hazardous Materials. Except for Hazardous Material contained in (a) products customarily used by tenants in de minimis quantities for ordinary cleaning purposes, and (b) fertilizers used in connection with the maintenance of the Playing Field which are consistent with the quantity, type, and quality used by other NWSL teams (collectively, "**Permitted Hazardous Materials**"), the Team shall not permit or cause any party to bring any Hazardous Material upon the Property (including the Shared Stadium Areas), or use, store, handle, treat, generate, manufacture, transport, release or dispose of any Hazardous Material in, on or from the Property (including the Shared Stadium Areas). With respect to any Permitted Hazardous Material, the Team's use, storage, handling, treatment, generation, manufacturing, transportation, release or disposal of same shall be in compliance with all applicable laws and in accordance with the highest industry standards. The Team hereby indemnifies the City Indemnified Parties (as defined below), and agrees to defend and hold the City Indemnified Parties harmless, from and against all Claims (as defined below) of any type arising from or in connection with contamination of the Property (including the Shared Stadium Areas) or any part thereof or any other property by Hazardous Materials caused by the Team or any Tenant Party or by the Team's use of the license granted herein. The provisions of this Section 5.8 shall survive the expiration or earlier termination of this Agreement.

Section 5.9 Temporary Facilities. In connection with Team Games, the Team shall ensure that such temporary facilities (e.g., additional waste and recycling receptacles, porta-potties, bike shelters) are available to support the anticipated crowds. The location and nature of such temporary facilities shall be subject to the City's prior approval, not to be unreasonably delayed, conditioned or withheld,.

## **ARTICLE 6 TEAM RESPONSIBILITIES**

Section 6.1 Leased Premises. Throughout the Term, the Team shall comply with the Lease, including, without limitation, the provisions of Section 6.1 of the Lease, with respect to the Team's repair, maintenance and replacement obligations for the Leased Premises.

Section 6.2 City Shared Area. Throughout the Term (and on a year-round basis), the Team, as its sole cost and expense, shall perform the regular day-to-day cleaning of the City Shared Area and the removal and proper disposal of all trash, rubbish and waste from the City Shared Area, so as to maintain the City Shared Area in a clean, good and orderly condition and otherwise consistent with the its standards for the Team Shared Area.

Section 6.3 Exterior Landscaping. Throughout the Term (and on a year-round basis), the Team (at its sole cost and expense) shall only be responsible for the maintenance and landscaping of the areas outside of the Stadium to the extent depicted on **Exhibit E** attached hereto (the “**Surrounding Park Areas**”) so as to maintain such areas at all times in a condition consistent with the condition that the BPRD maintains park areas in the vicinity of the Stadium. Such maintenance shall include, without limitation, the removal of all weeds, cutting of grass, watering of landscaped areas, replacing of landscaping, and shoveling of snow. With respect to the Surrounding Park Areas, the Team and BPRD shall develop a mutually agreed maintenance plan which shall be attached hereto as **Exhibit E – 1** hereto (absent agreement on such plan, the BPRD shall have the right to establish a reasonable maintenance plan in light of the foregoing standard), and they shall regularly consult in connection with the landscaping conditions of the Surrounding Park Areas from time to time, and the Team shall consider and coordinate its efforts in good faith with suggestions and recommendations of the BPRD.

Section 6.4 Playing Field.

(a) General. Throughout the Term (and on a year-round basis), the Team, at its sole cost and expense, shall be responsible for performing and completing all maintenance, repair, and landscaping of the Playing Field, so as to maintain the Playing Field in a first-class professional condition and otherwise consistent with the standards of the NWSL. Such landscaping, repair and maintenance shall include (i) all necessary preparation and conditioning of the Playing Field before and after all Events (including, for the avoidance of doubt, the Team being responsible for any striping and lining required for BPS Games), and (ii) all landscaping, repair, and maintenance (including sodding and seeding).

(b) Overuse Restrictions. The City, in the City’s sole, but reasonable discretion and at all times generally consistent with the guidelines of the Massachusetts Interscholastic Athletic Association (or any successor organization thereto), and with due consideration for NWSL mandated field conditions of which the City has been notified of in writing, will take care to avoid use of the Playing Field in weather that would overly burden the Playing Field,.

Section 6.5 Team Events. The Team warrants that it will use good faith, commercially reasonable efforts to prevent damage to the Property (including the Shared Stadium Areas) and the Park Impact Areas and injury to any persons while on the Property (including the Shared Stadium Areas), and that Team will, at its sole cost and expense and to the City’s reasonable satisfaction, promptly repair any such damage to the Property (including the Shared Stadium Areas) and the Park Impact Areas that does occur, as a result of the Team’s use of the license granted herein or any act or omission of the Team or any Tenant Party; alternatively, at the City’s written election, the City may elect to repair any damage and the Team will reimburse the City within thirty (30) days after receipt of a written invoice from the City for all reasonable costs and expenses incurred by the City in connection therewith. If the City elects to repair the damage, but does not timely do

so, and such delay will interfere with a Team Game from being able to be held, then the Team may nevertheless undertake the repair with written notice to the City.

Section 6.6 Notice to the City and Team of Material Defects. The Team shall notify the City, by written notice, preceded by oral notice if written notice alone is not practicable, of material defects in, or material damage to or destruction of any part of the Team Shared Area, or material dangers or hazards on the Team Shared Area, promptly after the discovery of such conditions by the Team. The City shall not use or allow to be used any portion of the Team Shared Area which the Team has identified as a danger or hazard. The City shall notify the Team, by written notice, preceded by oral notice if written notice alone is not practicable, of material defects in, or material damage to or destruction of any part of the City Shared Area, or material dangers or hazards on the City Shared Area, promptly after the discovery of such conditions by the City. The Team shall not use or allow to be used any portion of the City Shared Area which the City has identified as a danger or hazard.

Section 6.7 Security. The Team shall contract with a reputable third-party security firm to provide security guards and night watchmen in order to effectively provide year-round protection and security of the Property (including the Shared Stadium Areas) at a reasonable level agreed upon by the City and the Team (the “**Baseline Security**”). The Team shall be responsible for ensuring that such security measures are applied in a non-discriminatory manner. The Team shall have no responsibility or liability for providing any enhanced or additional security that might be appropriate for a City Event.

Section 6.8 Existing Maintenance. The Team acknowledges that the City’s current maintenance services for the City Exclusive Area are governed by a collective bargaining agreement, and the Team agrees to consult and cooperate in good faith with the City and the applicable labor union(s) to discuss ongoing services and promote labor harmony in connection with the Team’s obligations hereunder.

Section 6.9 Lighting. The Team shall at all times be responsible for ensuring that security lighting is on at the Stadium from an hour before dusk to an hour after dawn. At all times when the Stadium is open to the general public, the Team shall ensure that there is sufficient lighting for the general public to safely use and enjoy the Track and the stairs of the Shared Stadium Areas.

Section 6.10 Gates. The Team shall at all times be responsible for opening and closing gates providing adequate access to the Stadium, and shall coordinate with the BPRD and Boston Police Department in connection with same. The Team shall ensure that such gates are opened when the Park is open for the general public, and that the gates are closed when the Park is closed to the general public; provided, however, that upon reasonable advance notice from the City, the Team shall cause such gates to be opened and/or closed at such other times as may be requested by the City.

Section 6.11 BPS and City of Boston Events; Non-Profit City Events, For-Profit City Events.

(a) BPS and City of Boston Events. With respect to City Events that are BPS related or hosted by the City of Boston or any department thereof, in addition to the Team's other obligations with respect to City Events set forth in this Agreement, the Team, at its sole cost and expense, shall be responsible for all cleaning and trash, rubbish and waste removal of the Shared Stadium Areas, the rest of the Property, and the Park Impact Areas, occasioned by the City's use of the Shared Stadium Areas so as to maintain the Property (including the Shared Stadium Areas) and the Park Impact Areas, in a clean and sanitary condition. In addition, the City shall also have the right to use the Stadium Fixtures (including, without limitation, the lights, scoreboard, and sound system, but operated by Team approved technicians) at the Team's cost (subject to the allocation of utilities as set forth in Article 7). In furtherance of the foregoing, the Team, at its sole cost and expense, shall provide an engineer/technician for the control room to operate the Stadium Fixtures during the aforesaid City Events, as further contemplated in Section 10.1.

(b) Non-Profit City Events. With respect to City Events that are hosted by a non-profit organization or others ("**Non-Profit City Events**"), in addition to the Team's other obligations with respect to City Events set forth in this Agreement, if the host of such event desires additional services in connection with such event, such as cleaning, trash removal or a technician to operate the Stadium Fixtures, then the host of such event may directly engage with the Team to provide such services, which services shall be offered at the Team's cost (including, if applicable, a reasonable administrative fee paid to a third party manager) without markup. A list of the categorical services is set forth as **Exhibit G** attached hereto (the "**List of Services**"). The List of Services shall only apply to Non-Profit City Events. The Team shall have the right to adjust the costs set forth on the List of Services on an annual basis to reflect any actual increase in the costs for the Team to provide such service (without markup). The host of a Non-Profit City Event may request a fee waiver with respect to any to be provided services, which fee waiver shall be subject to the approval of the Team in its sole discretion. It is the City's practice to require third party's using City property to obtain insurance. If given the nature and size of the event it is appropriate for the Team to charge the nonprofit event host a reasonable deposit to cover damage from the event, it may do so.

(c) For-Profit City Events. With respect to City Events that are hosted by a for-profit organization or others ("**For Profit City Events**"), the host of such event may directly engage the Team to provide services such as cleaning, trash removal or a technician to operate the Stadium Fixtures, etc. as part of the license from the Team required for such Event. As part of the license from the Team to the for profit host, the Team may require from the for profit host third party ad hoc event insurance and/or a security/damage deposit set by the Team given the nature, extent and expected attendance of such For Profit City Event. Notwithstanding the foregoing, a City Event that is hosted by a college or university shall be deemed a For Profit City Event.

## **ARTICLE 7 UTILITIES**

(a) Team. Throughout the Term, the Team, at its sole cost and expense, shall be responsible for contracting with utility companies to provide all utilities to be consumed or used in or on the Team Shared Area and the Playing Field or in connection therewith (including, without limitation, gas, steam, electricity, water, sewer, telephone, and cable). The Team shall ensure that

all such utilities are available for City Events and during such times as the Team Shared Area are available for use by the general public.

(b) City. Throughout the Term, the City, at its sole cost and expense, shall be responsible for contracting with utility companies to provide all utilities to be consumed or used in or on the City Shared Area (but excluding the Playing Field) or in connection therewith (including, without limitation, gas, steam, electricity, water, sewer, telephone, and cable). The City shall ensure that all such utilities are available for Team Events.

(c) Cost of Utilities. Each of the City and the Team shall be responsible for paying for all utilities for which it is required to contract. If, due to infrastructure design, it is necessary for any party to contract for a utility for which the other party is responsible pursuant to clauses (a) and (b), then industry standard methods shall be used to allocate the cost of the utilities as contemplated by clauses (a) and (b).

## **ARTICLE 8 CONCESSIONS**

(a) Concessions. Subject to the provisions hereof and the Lease, the Team shall have the right and obligation to select concessionaires for the Shared Stadium Areas during Team Events (only), and negotiate and enter into concession agreements for the Shared Stadium Areas during Team Events (only) to provide concession services for all Team Events occurring during the Term (such restrictions to Team Events shall not apply to the operation of the restaurant at the South Crescent Building). No contract or agreement entered into by the Team shall restrict in any way the City's rights with respect to concessions at City Shared Areas during non-Team Event times, and without limiting the foregoing the City may select and engage concessionaires for the Shared Stadium Areas during City Events. All concessionaires in the Shared Stadium Areas shall adhere to reasonable operational rules and regulations governing their operations as set by the Team; provided, the Team agrees to apply such rules and regulations in a consistent manner across all concessionaires. None of the year round proceeds from Concessions in the Grove area (other than from Events) shall be subject to Section 4.2 of the Lease.

(b) Labor Peace Agreements. Prior to entering into any concession agreements in accordance with Section 8(a) above, (i) the Team shall obtain one or more signed Labor Peace Agreements (each, an "LPA") with the labor organizations representing or seeking to represent food service/concession workers in connection with Concessions at the Property (inclusive of the Grove, but only to the extent a Stadium concessionaire is providing Concessions in the Grove), which LPA shall cover the Team and any licensee or subcontractor, as applicable, operating at the Property, including, as applicable, at the Grove; (ii) the Team shall have submitted to the City an attestation signed by each of the parties to each LPA indicating that such LPA has been executed; and (iii) each such LPA shall prohibit such labor organizations and their members from engaging in picketing, work stoppages, boycotts, or other economic interference with operations at the Property.

## **ARTICLE 9 NAMING RIGHTS; IMAGE RIGHTS; INTELLECTUAL PROPERTY**

Section 9.1 City Shared Area Naming Rights. The City shall have the right to contract for and, receive all revenues from, and bear all costs associated with contracting for, the grant, licensing and sublicensing of any and all names or names associated with the entirety of and/or specific areas within the City Shared Area, Stadium, and/or Property (expressly including the City Retained Areas and excluding only the Leased Premises and Playing Field) (the “**City Naming Rights**”), the naming rights with respect thereto shall remain solely with the City. The City may grant, license, and sublicense the City Naming Rights under written agreements at any time. During the Term of this Agreement, the City hereby grants to the Team the limited, royalty free, revocable, non-exclusive, non-transferable right and license to use, reproduce and display the names established by the City under the City Naming Rights (the “**City Marks**”) in connection with Team Events and the Team’s operations; provided that the Team must obtain City’s prior written approval as to manner, purpose and form of use, content of materials, and location of publication or display prior to any and each use by the Team of the City’s Marks. The Team acknowledges that, except as set forth herein, the Team has no rights, title or interest in or to the City Marks and that all use of the City Marks by Team shall inure to the benefit of the City. No other uses of the City’s trademarks or intellectual property are permitted or authorized. Upon the expiration or earlier termination of this Agreement, the Team shall immediately cease use, distribution and display of any materials reflecting the City Marks. Notwithstanding the foregoing, the Team may refer to “White Stadium” and “George Robert White School Stadium,” without modification or alteration, as the location where the Team plays Team Games and conducts Team Events, provided it does not disparage such names.

Section 9.2 Leased Premises Naming Rights. The Team shall have no naming rights with respect to the Stadium or the Property as a whole. The Team shall have the right to contract for and, subject to the revenue sharing provisions set forth in the Lease, receive all revenues from, and bear all costs associated with the grant, licensing and sublicensing of any and all names or names associated with the Leased Premises (the “**Leased Premises Naming Rights**”), on the condition that: (a) the Team’s right to solicit and enter into any such agreement, and the Leased Premises Naming Rights granted to any person or entity shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (b) each name and image associated with all or any portion of the Leased Premises shall be tasteful and not be a cause for embarrassment to the City or any public figure, (c) no display of any name or image pursuant to the Leased Premises Naming Rights shall be directly visible from outside of the Stadium (i.e. digital imagery broadcast via television, radio or internet from the Stadium for Team Games and Team Events being allowed), (d) no name or image shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto, (e) the Leased Premises Naming Rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned, sporting facility suitable for children and families (in the City’s reasonable discretion), and (f) any Leased Premises Naming Rights may only be illuminated during Team Events. The Team shall cause all such agreements and grants, licenses, and sublicenses of Leased Premises Naming Rights to be subject to the terms and conditions of this Agreement and the Lease. During the Term of this Agreement, the Team hereby grants to the City the limited, royalty free, non-revocable, non-exclusive, non-transferable right and license to use, reproduce and display any of the names established under the Leased Premises Naming Rights (the “**Team Marks**”) in connection with City Events and the City’s operations, on terms and conditions reasonably established by the Team. The City acknowledges that, except as set forth herein, all use of the Team Marks by City associated with the Team Shared Area shall inure to the benefit of Team. No other uses of the Team’s trademarks



or intellectual property are permitted or authorized. Upon the expiration or earlier termination of this Agreement, the City shall promptly cease use, distribution and display of any of the Team's trademarks or intellectual property.

Section 9.3 Playing Field Naming Rights. The Team shall have the right to sell naming rights to the Playing Field, provided the name is subject to the City's prior written approval, which approval may be granted, withheld, and/or conditioned in the City's reasonable discretion. All requests are to be submitted in writing to the City of Boston's Chief of Policy and Strategic Planning or such other individual designated from time to time by the City. If permitted by the City, the Team shall have the right to contract for and, subject to the revenue sharing provisions set forth in the Lease, receive all revenues from, and bear all costs associated with the grant, licensing and sublicensing of any and all names or names associated with the Playing Field itself (as opposed to naming rights with respect to the Stadium as a whole) (the "**Playing Field Naming Rights**"), on the following conditions (and any other conditions imposed by the City): (a) the Team's right to solicit and enter into any such agreement, and the name or image pursuant to the Playing Field Naming Rights shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (b) each name associated with the Playing Field shall be tasteful and not be a cause for embarrassment to the City or any public figure, (c) no display of any name or image shall be directly visible from outside of the Stadium (i.e. digital imagery broadcast via television, radio or internet from the Stadium for Team Games and Team Events being allowed), (d) the Playing Field shall bear no more than three (3) advertising logos, graphics, or text area, in the aggregate, at any one time, and shall otherwise be consistent with the approved Signage Plan (which advertising logos, graphics, and text area shall only be visible during Team Games and which the Team shall wash off (or otherwise remove from) the Playing Field following the conclusion of the Team Game), (e) no name or image associated with the Playing Field shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto, (f) the Playing Field Naming Rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned, sporting facility suitable for children and families (in the City's reasonable discretion), (f) the display of any name shall expressly include "at White Stadium" at the end in size and prominence equal to that of the Playing Field name and logo, and (g) any Playing Field Naming Rights may only be illuminated during Team Events. The Team shall cause all such agreements and grants, licenses, and sublicenses of the Playing Field Naming Rights to be subject to the terms and conditions of this Agreement and the Lease. During the Term of this Agreement, the Team hereby grants to the City the limited, royalty free, non-revocable, non-exclusive, non-transferable right and license to use, reproduce and display any of the names established under the Playing Field Naming Rights (the "**Playing Field Marks**") (if any) in connection with City Events and the City's operations, on terms and conditions reasonably established by the Team. The City acknowledges that, except as set forth herein, all use of the Playing Field Marks by City associated with the Playing Field shall inure to the benefit of Team. Upon the expiration or earlier termination of this Agreement, the City shall promptly cease distribution and display of any of the Team's trademarks or intellectual property.

Section 9.4 Signage Plan. Reference is made to the approved Signage Plan as set forth in Section 15.19 of the Lease. Tenant shall have the naming rights, sponsorship rights, and advertising rights as set forth in this Article 9 and Article 11, which rights shall be coordinated with the approved Signage Plan. Any Team signage shall only be illuminated during Team Events.

## **ARTICLE 10 VIDEO/COMMUNICATIONS SYSTEMS**

Section 10.1 Use of Video/Communication Systems. During City Events, the grant of the right of the City to use and occupy the Team Shared Area shall expressly include the right to use and access the “control room” located within the Team Shared Area (i.e., the room containing the controls for the Stadium Fixtures, including, the scoreboard, sound systems, video/advertising display boards, lighting, and other communication, video and related systems) and use the equipment and systems therein and/or controlled therefrom. The Control Room contains certain video, communication, and related systems which can record, capture, amplify, and transmit voice, audio, data, radio, video and other multimedia, as well as illuminate the Playing Field and Track for evening events, or which control such systems. Given the complexities of the equipment in the control room, the Team, at its sole cost and expense, shall provide an engineer/technician for each City Event to ensure the proper operation and functionality of the equipment during City Events (except that in the case of Non-Profit City Events, the Team shall only be required to provide the same if requested by the host of such Non-Profit City Event and paid for at cost by the host of the Non-Profit City Event, and in the case of For Profit City Events, the Team shall only be required to provide the same if agreed to in the Team’s license with the host of such For Profit City Event and with the financial arrangements specified in such license).

## **ARTICLE 11 ADVERTISING**

Section 11.1 Team Advertising Rights. The Team shall have the right to sell, and, subject to the revenue sharing provisions set forth in the Lease, to retain all revenue from, and bear all costs associated with advertising displays within all parts of the Leased Premises and specified, limited other portions of the Stadium designated in the approved Signage Plan (such signage outside of the Leased Premises to be temporary and only visible during Team Events) on the condition that: (i) the Team’s right to solicit and enter into any such agreement for, and the advertising rights granted to any person or entity, shall not extend beyond the Term (and shall terminate in the event of any termination of the Lease or this Agreement), (ii) all advertising within all or any portion of the Leased Premises and the Stadium according to the approved Signage Plan shall be tasteful, not be a cause for embarrassment to the City, and not contain anything political in nature, (iii) no advertising shall be directly visible from outside of the Stadium, (iv) all advertising shall only be visible during Team Events (and shall otherwise be covered or removed), (v) no advertising shall relate to any of the prohibited topics set forth on **Exhibit F** attached hereto (provided **Exhibit F** shall not be applicable to (x) temporary advertising only in place during Team Games in the Stadium, and (y) advertising wholly within the interior of the Team Exclusive Area not visible from any area outside the Team Exclusive Area), (vi) such advertising rights shall be exercised in a manner that ensures the Stadium, as a whole, retains its character as a City-owned sporting facility and is suitable for children and families (in the City’s reasonable discretion), and (vii) shall not violate the approved Signage Plan. During Team Events, subject to the aforementioned conditions (with the conditions applicable to the Leased Premises being applicable

to any such temporary advertising in the City Shared Area) and provided that no such temporary advertising blocks or interferes with any advertising located with the City Shared Area in any manner, the Team may sell temporary advertising for display in the Shared Stadium Areas. All such temporary advertising shall be freestanding and shall not be affixed in any way to the City Shared Area. The Team shall (a) remove (or if agreed to by the City, cover) such temporary advertising it has placed within any of the City Shared Area immediately after the conclusion of any Team Event, (b) store such removed temporary advertising within the Team Exclusive Area (and ensure that such stored advertising is not visible from outside the Team Exclusive Area), and (c) pay any cost to repair all damage to the City Shared Area occasioned by such removal.

Section 11.2 City Advertising Rights. Notwithstanding the provisions of Section 11.1, during City Events, the City shall have the right to sell, and retain all revenue from, and bear all costs associated with (i) temporary advertising displays in the Shared Stadium Areas (including the Stadium Fixtures), which temporary advertising may be placed within the Team Shared Area (provided any advertising in the Team Shared Area is freestanding and not affixed to the Team Shared Area in any way), and (ii) fixed or free standing advertising displays in the City Shared Area and elsewhere on the Property. The City shall remove any temporary advertising it has placed within the Team Shared Area after the conclusion of any City Event, and shall pay any cost to repair all damage to the Team Shared Area occasioned by such removal. Additionally, for the duration of each City Event, the City shall have the right to cover temporarily any of the Team's advertising displayed in the Team Shared Area so the same are not visible during such City Event.

## **ARTICLE 12 PRIMARY VENUE**

Section 12.1 Primary Venue. The Team covenants and agrees that, except as otherwise agreed to in writing by the City, beginning on the Commencement Date and ending on the expiration of the Term, during each NWSL season, the Team will play Team Games at the Stadium as its primary seasonal home venue. However, the Team may play Team Games at other venues.

Section 12.2 Prohibitions. The City agrees not to lease the Playing Field to any professional sports team during the Term of this Agreement without the prior written consent of the Team; provided, however, the City is permitted to license the use of the Playing Field for other sporting events (other than football during the NWSL season), whether intercollegiate, amateur, professional, or other; provided any for-profit uses shall be required to obtain a license from the Team (in its sole and absolute discretion) for the use of the Team Shared Area, which license may be upon such terms and conditions (including without limitation third party ad hoc event insurance and/or security/damage deposits) as the Team and such user may agree.

## **ARTICLE 13 PARKING**

Section 13.1 TAPA. The Team shall abide at all times by the requirements set forth in the TAPA.

**ARTICLE 14**  
**NO ASSIGNMENT**

Section 14.1 No Assignment. The Team shall not, under any circumstances, mortgage, pledge, hypothecate, encumber, or grant a security interest in or upon its rights under this Agreement. Furthermore, the Team shall not sell, assign, transfer (directly or indirectly), sublet, or license its rights under this Agreement without the prior written consent of the City (in the City's sole and absolute discretion), except to the transferee under a Permitted Transfer under the Lease (it being acknowledged that at all times the entity that is the "Tenant" under the Lease shall at all times be the same entity that is the "Team" under this Agreement and this Agreement shall be assigned to the "Tenant" under the Lease simultaneously with any transfer of the Lease).

**ARTICLE 15**  
**INDEMNIFICATION; INSURANCE**

Section 15.1 Team's Indemnification. The Team agrees to defend (with counsel chosen by City), indemnify and hold harmless the City (and the City of Boston), and its and their elected officials, appointed officials, officers, directors, trustees, employees, managers, attorneys, agents, sub-agents, contractors, subcontractors, vendors, representatives, agencies, authorities, departments, and affiliates (collectively, "**City Indemnified Parties**") from and against any and all liabilities, losses, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Property, or the loss of, or restriction on, use of the Property), costs, expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, death to persons or property damage occurring within or about the Leased Premises or Property), causes of action (including, without limitation, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), suits, claims, demands or judgments of any nature whatsoever (collectively, "**Claims**") arising directly or indirectly out of the use or occupancy of the City Shared Area and/or remainder of the Property by the Team or any Tenant Party (including without limitation players and spectators), including, without limitation, any Claims arising from the Team's exercise of the naming and advertising rights granted herein, or a breach or default by the Team in the performance of any of its obligations hereunder.

The City Indemnified Parties shall not be liable to the Team for, and the Team assumes all risk of damage to, any personal property. The Team further waives any and all Claims for injury to the Team's business or loss of income relating to any such damage or destruction of personal property. The City Indemnified Parties shall not be liable for any damages arising from any act, omission or neglect of any third party.

The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City which would exist at common law or under any other provision of this Agreement or the Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with Article 7 of the Lease. The obligations of the Team under this Section 15.1 shall survive the expiration or any earlier termination of this Agreement.

Section 15.2 Insurance.

(a) The Team shall cause all insurance required to be carried pursuant to the terms of the Lease to also apply with respect to this Agreement, the City Shared Area, and any other areas for which the Team is responsible for maintaining or has a right to use, and all activities in connection therewith, and, solely for the purposes of this sentence, the City Shared Area and such other areas shall be deemed to be part of the Leased Premises with respect to the Team's insurance obligations and required insurance coverages applicable to such areas.

(b) To the extent any vendors, contractors, or subcontractors of the Team will use any portions of the City Shared Area or any other areas which the Team is responsible for maintaining or has a right to use, then the Team shall cause such vendor, contractor or subcontractor to carry the insurance required to be carried pursuant to the terms of the Lease to apply with respect to such areas.

**ARTICLE 16  
NOTICES**

Section 16.1 Notices. All notices, requests, consents, approvals and other communications required under this Agreement shall be in writing and given in accordance with the notice provisions of the Lease; the City being deemed the "Landlord" and the Team being deemed the "Tenant."

**ARTICLE 17  
DEFAULTS**

Section 17.1 Performance Obligation Defaults.

(a) If the Team fails to perform any of its obligations set forth in this Agreement (each, a "**Performance Obligation**"), then the City (acting by or through BPS, BPRD, the Boston Public Facilities Department, the Boston Transportation Department, or such other department of the City of Boston, as determined by the City) may issue a written notice (an "**Operational Violation Notice**"), which notice shall specify in reasonable detail (to the extent known) the nature and extent of such violation. Such failure by the Team to perform is referred to herein as an "**Operational Violation.**"

(b) The first two (2) Operational Violations in any given calendar year shall be without the requirement of the Team to pay any liquidated damages, provided that the Team has effectuated a cure as to each such violation at the earliest practicable time under all then prevailing circumstances, but in any event within thirty (30) days following delivery of an Operational Violation Notice, unless such violation cannot be cured by the payment of money, or is curable but cannot with diligence be reasonably cured within a period of thirty (30) days, in which case the Team shall be entitled to such additional time as is reasonably necessary to cure such violation (but not more than ninety (90) days in the aggregate following the delivery of such Operation Violation Notice), provided the Team commences the cure within thirty (30) days and diligently and continuously pursues the same to completion.

(c) The third and each subsequent Operational Violation in any given calendar year shall incur a liquidated damages amount due from the Team to the City, such amount being \$10,000 in Constant Dollars (as defined below) for the third Operational Violation and increasing by 5% for each such subsequent Operational Violation within such calendar year. The term “**Constant Dollars**” shall mean the present value of the dollars to which such phrase refers, and an adjustment shall occur on each annual anniversary of the Effective Date. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number (as defined below) and the denominator of which is the Base Index Number (as defined below). The “**Base Index Number**” shall be the level of the Index (as defined below) for the calendar month in which the Effective Date occurs, the “**Current Index Number**” shall be the level of the Index for the calendar month in which the adjustment is to take place, and the “**Index**” is the Consumer Price Index-All Urban Consumers (Boston-Cambridge-Newton, MA) All Items Base (1982-84=100) or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the City shall substitute for the Index comparable statistics as computed by an agency of the United States government or, if none, by a periodical or publication of recognized authority closely approximating the result that would have been achieved by the Index. For the avoidance of doubt, the payment of such monetary penalty shall not obviate the Team’s obligation to effectuate the cure of such Operational Violation. The Parties agree that the liquidated damages and this subsection (c) is not intended and shall not limit in any way the City’s other rights or remedies set forth herein with respect to an Operational Violation. Such liquidated damages amount shall be due and payable from the Team to the City within thirty (30) days of the Team’s receipt of an Operational Violation Notice.

(d) To the extent any Operational Violation of the same nature occurs twice within any given calendar year, then, without limiting the other remedies and provisions hereof, the Team shall be obligated to present to the City an operations mitigation plan (an “**Operations Mitigation Plan**”) within thirty (30) days of the occurrence of such second Operational Violation so as to minimize any potential future Operational Violations of the same nature at the Team’s expense. By way of example only, if failure to pick up trash is the cause of the repeated Operational Violation, then such Operations Mitigation Plan will address measures to mitigate future trash violations, such as hiring more clean up staff and providing more trash cans at the Team’s expense, or if noise is the cause of the repeated Operational Violation, then such Operations Mitigation Plan will address measures to mitigate future noise violations, such as redirecting speakers or implementing sound dampening measures at the Team’s expense. After the City’s receipt of such Operations Mitigation Plan, the Chief of Policy and Strategic Planning of the City of Boston (or such other official of the City as may from time to time be designated in writing by City), on behalf of the City, and the Director of Operations (or such other executive of the Team as may from time to time be designated in writing by Team), on behalf of the Team, shall meet in good faith to negotiate and agree upon a final version of the applicable Operations Mitigation Plan. If the City and the Team reach agreement on a final version of the applicable Operations Mitigation Plan, then the agreed to Operations Mitigation Plan shall be referred to as an “Approved Operations Mitigation Plan.” If the City and the Team are unable to reach agreement on a final version of the applicable Operations Mitigation Plan within thirty (30) days after the City’s receipt of such Operations Mitigation Plan, then either party may submit the dispute under the arbitration provisions under Section 18.3 hereof. The arbitrator’s ruling shall be deemed final, binding and conclusive on the parties, and the Operations Mitigation Plan approved by the arbitrator shall be

deemed an Approved Operations Mitigation Plan; provided, however, no Approved Operations Mitigation Plan shall reduce the Team's obligations or increase the City's obligations. The Approved Operations Mitigation Plan shall become a part of this Agreement without the need for any amendment, and the Team shall be required to comply with the obligations set forth therein.

(e) The fourth Operational Violation in any given calendar year shall be deemed an "SUA Default." Any SUA Default under this Agreement shall be deemed a default under the Lease, which may ripen into an "Event of Default" thereunder in accordance with the terms and provisions of the Lease.

(f) Notwithstanding anything to the contrary contained in this Section 17.1, all Operational Violations for the first two Team Games during (a) the Team's inaugural season at the Stadium when the entire Stadium is incomplete (if applicable), and (b) the Team's inaugural season at the Stadium when the entire Stadium is completed, shall not be included for the purposes of determining (i) the onset of monetary penalties for subsequent Operational Violations (as contemplated by the clause (c) of this Section 17.1), (ii) the requirement to provide an Operations Mitigation Plan (as contemplated by clause (d) of this Section 17.1), or (iii) the occurrence of an SUA Default (as contemplated by the clause (e) of this Section 17.1); provided, however, the foregoing shall not be deemed to relieve the Team of the obligation to cure such Operational Violation(s) or prohibit the City's exercise of its rights under Section 17.2 with respect to such Operational Violation(s).

Section 17.2 Substitute Performance by City. The City, without thereby waiving such Operational Violation, may perform some or all of the breached obligations for the account and at the expense of the Team with such advance notice, if any, as may be practicable under the circumstances. All actual costs and expenses incurred by the City in connection with any such performance by it for the account of the Team and also all costs and expenses, including attorneys' fees and disbursements incurred by the City in any action or proceeding brought by City to enforce any obligation of the Team under this Agreement, together with interest thereon, from the date such sums were paid or incurred, at the Base Interest Rate, plus four percent (4%), but not higher than the maximum amount permitted by law, shall be paid by the Team to the City on demand. Nothing herein shall be construed to create or impose a duty on the City to cure any Operational Violation or mitigate any damages resulting from any Operational Violation hereunder.

Section 17.3 Performance under Protest. If the Team disagrees with an Operational Violation Notice, then the Team may perform the cure of the asserted Operation Violation under protest, which shall not be regarded as voluntary performance. If there was, in fact, no Operational Violation, the City will reimburse the Team for all costs and expenses incurred by the Team in curing such wrongfully asserted Operational Violation, with interest at the Base Interest Rate.

## **ARTICLE 18 MISCELLANEOUS**

Section 18.1 No Waiver. The failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, option or election.

Section 18.2 No Broker. The City and the Team each represents and warrants to the other that it has not dealt with any broker, agent, or other person entitled to a commission, compensation, or fee in connection with this transaction. The City and the Team each hereby agrees to indemnify and hold the other harmless from and against any claims by any broker, agent, or other person or entity claiming a commission or other form of compensation or fee by virtue of having dealt with the City or the Team, as applicable, with regard to this transaction.

Section 18.3 Arbitration. Section 15.4 of the Lease is hereby incorporated by reference; provided, however, the references to “Landlord” shall be deemed to mean the “City,” and the references to “Tenant” shall be deemed to mean the “Team.”

Section 18.4 Recordation. This Agreement shall not be filed by or on behalf of the Team in any public record; provided, however, the Team may reference this Agreement in any notice of lease that is recorded, as contemplated by the Lease.

Section 18.5 Time of Essence. Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually fulfill the conditions applicable to each of them, it being understood that the date by which either party is required to perform any obligation under this Agreement shall be determined by taking into account the provisions of Force Majeure as set forth in Section 18.1 and 18.2 of the Lease, if and as applicable.

Section 18.6 Interpretation. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Each term and provision of this Agreement to be performed and observed by the Team shall be construed to be both a covenant and a condition. The Team’s covenants contained in this Agreement are independent and not dependent, and the Team hereby waives the benefit of any statute or judicial law to the contrary.

Section 18.7 Not Binding Until Executed. The submission by the City to the Team of this Agreement shall have no binding force or effect, shall not constitute an option for rights to be granted herein, and shall not confer any right or impose any obligations upon either Party. This Agreement shall be binding on the Parties only if and when each of this Agreement and the Lease have been executed by both Parties.

Section 18.8 Invalidity of Provisions. If any provision of this Agreement is made unenforceable, such shall not affect the enforceability of any other provision, and the unenforceable provision shall be deemed reformed to the minimum extent possible to render it enforceable while still giving effect as nearly as possible to the original intention of such provision.

Section 18.9 Binding Effect. Except as otherwise provided in this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective authorized successors and assigns of the City and the Team to the same extent as if each such successor and assign were in each case named as a party to this Agreement.



Section 18.10 Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, nonbinary or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 18.11 Rights of Others. Except as expressly set forth herein, nothing in this Agreement is intended to confer upon any Person other than the parties hereto and their authorized successors and assigns, rights or remedies under or by reason of this Agreement; provided the City of Boston is an intended third-party beneficiary hereof.

Section 18.12 Amendment. This Agreement may be amended, modified or supplemented but only in a writing signed by each of the Parties.

Section 18.13 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provisions of this Agreement.

Section 18.14 Governing Law; Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts, excluding any principles of conflicts of laws. Each Party acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement shall be dealt with by application of the laws of the Commonwealth of Massachusetts and, except for required arbitration, adjudicated in the state courts of the Commonwealth of Massachusetts sitting in Suffolk County or the United States District Court for the District of Massachusetts sitting in Boston, Massachusetts; and hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners permitted by law, shall be necessary in order to confer jurisdiction upon either party in any such court.

Section 18.15 Estoppel Certificate. The City and the Team, as the case may be, will execute, acknowledge and deliver to each other, within twenty (20) days after a written request therefor, a certificate certifying:

- (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and stating the modifications);
- (ii) whether or not, to the knowledge of the City or the Team, as the case may be, there are then existing any defaults under this Agreement (and if so, specifying the same and status of any notice or cure periods related thereto); and
- (iii) such other factual matters relating to this Agreement as may be reasonably required.

Section 18.16 Limitation on the City's Liability. Section 15.20(a) of the Lease is incorporated herein by reference; provided, however, the references to "Landlord" shall be deemed to mean the "City," and the references to "Tenant" shall be deemed to mean the "City."

Section 18.17 No Waiver of City's Defenses. In the defense of any claim, demand, expense or liability on behalf of the City which is to be defended by the Team as provided in this Agreement (even if such claim, demand, expense or liability is groundless, false or fraudulent), the Team agrees on its own behalf and on behalf of its successors and assigns, not to, and shall cause its insurers to agree not to, without obtaining express prior written permission from the City, waive any defense, including without limitation any defense involving in any way the jurisdiction of the tribunal over the person of the City, the immunity of the City (including the City of Boston), its members, officers, agents or employees, the governmental nature of the City or the provisions of any statutes respecting suits against the City.

Section 18.18 OFAC. The Team and all beneficial owners of the Team are currently (a) in compliance with and shall at all times during the Term of this Agreement remain in compliance with the regulations of the OFAC and of the OFAC Rules, (b) not listed on, and shall not during the Term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, which are all maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

Section 18.19 Entire Agreement. This Agreement, including the Exhibits attached hereto, and the Lease, collectively, constitute the entire agreement between the City and the Team pertaining to the subject matter hereof and thereof, respectively, and this Agreement and the Lease supersede all prior and contemporaneous agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, made to either Party by the other Party in connection with the subject matter hereof and thereof, respectively, except as specifically set forth in this Agreement and the Lease, respectively.

Section 18.20 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature process complying with the U.S. federal E-SIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

Section 18.21 Relationship of the Parties. The Team and the City are independent parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employer-employee relationship among them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of the others of them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused Agreement to be executed as a sealed instrument by their respective duly authorized agents, as of the date and year first set forth above.

TEAM:

**BOSTON UNITY STADCO LLC,**  
a Massachusetts limited liability company

By: BOS Nation Football Club LLC,  
a Delaware limited liability company,  
its sole Member

By: Boston Unity Soccer Partners LLC,  
a Delaware limited liability company,  
its sole Member

By: Jennifer Epstein  
Name: Jennifer Epstein  
Title: Controlling Manager

CITY:

**THE BOSTON PUBLIC SCHOOLS,**  
on behalf of The City of Boston George Robert White Fund

By: Mary Skipper  
Name: Mary Skipper  
Title: Superintendent

**THE BOSTON PARKS AND RECREATION DEPARTMENT**

By: Liza Meyer  
Name: Liza Meyer  
Title: Interim Commissioner & Chief Landscape Architect

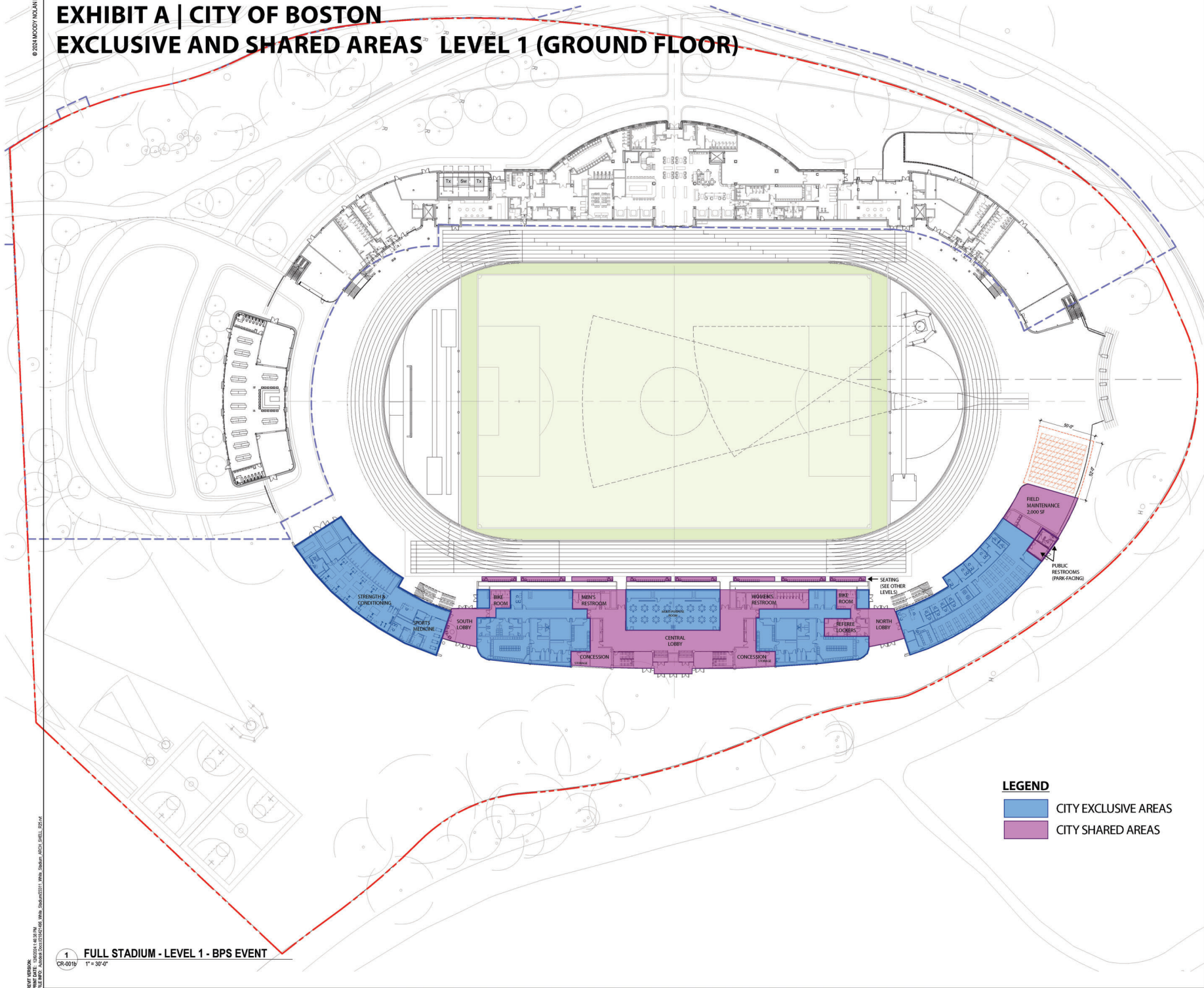
**EXHIBIT A**

**City Exclusive Area and City Shared Area**

[Attached]

**EXHIBIT A | CITY OF BOSTON  
EXCLUSIVE AND SHARED AREAS LEVEL 1 (GROUND FLOOR)**

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**LEGEND**

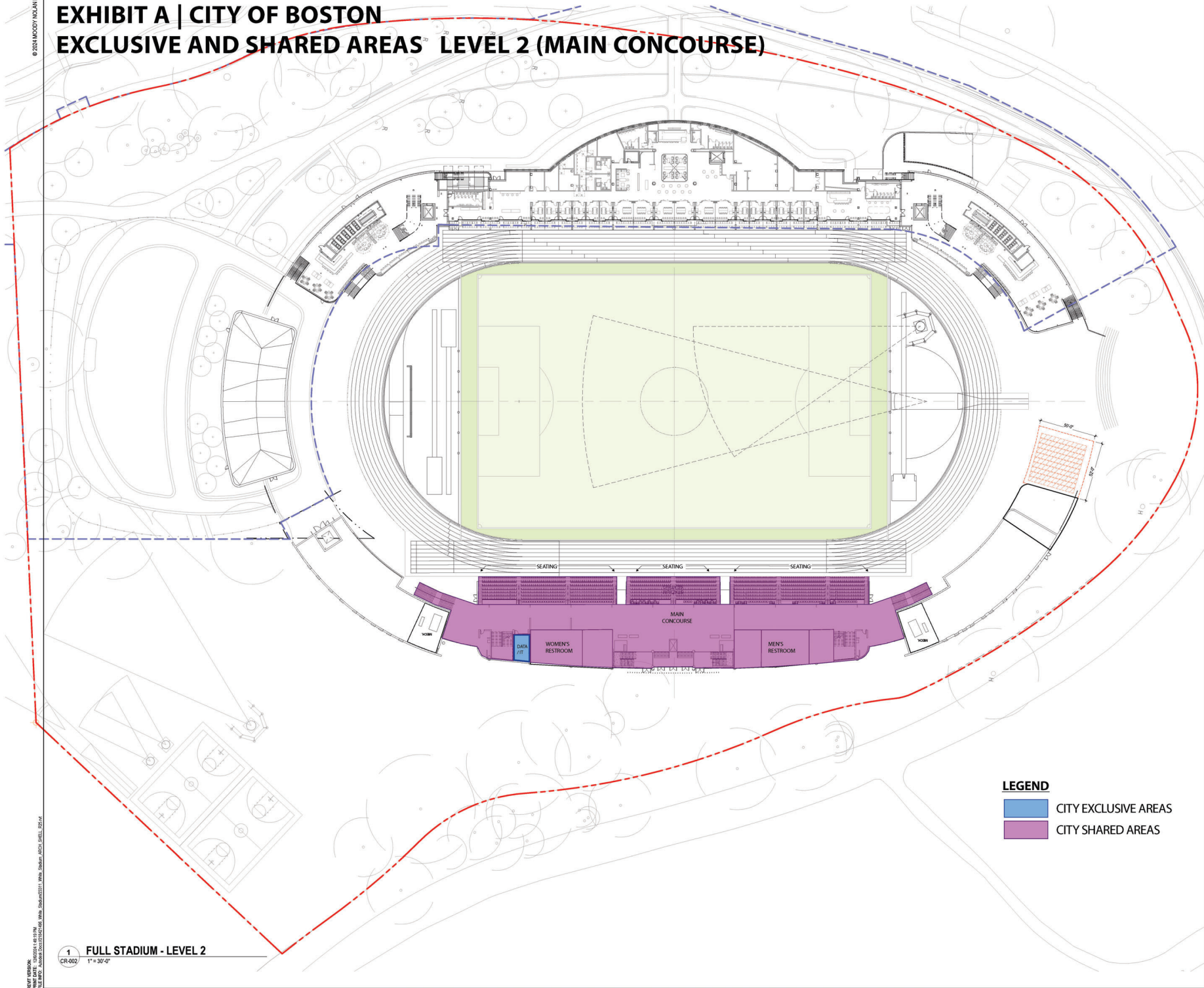
- CITY EXCLUSIVE AREAS
- CITY SHARED AREAS

PROJECT: BPS STADIUM - LEVEL 1 - BPS EVENT  
 DATE: 08/20/24  
 DRAWING NO: CR-001b  
 SCALE: 1" = 30'-0"  
 DESIGNER: MOODY YOUNG INC.  
 CHECKER: JACOB SHELL, JACOB SHELL  
 DATE: 08/20/24



**EXHIBIT A | CITY OF BOSTON  
EXCLUSIVE AND SHARED AREAS LEVEL 2 (MAIN CONCOURSE)**

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**LEGEND**  
 CITY EXCLUSIVE AREAS  
 CITY SHARED AREAS

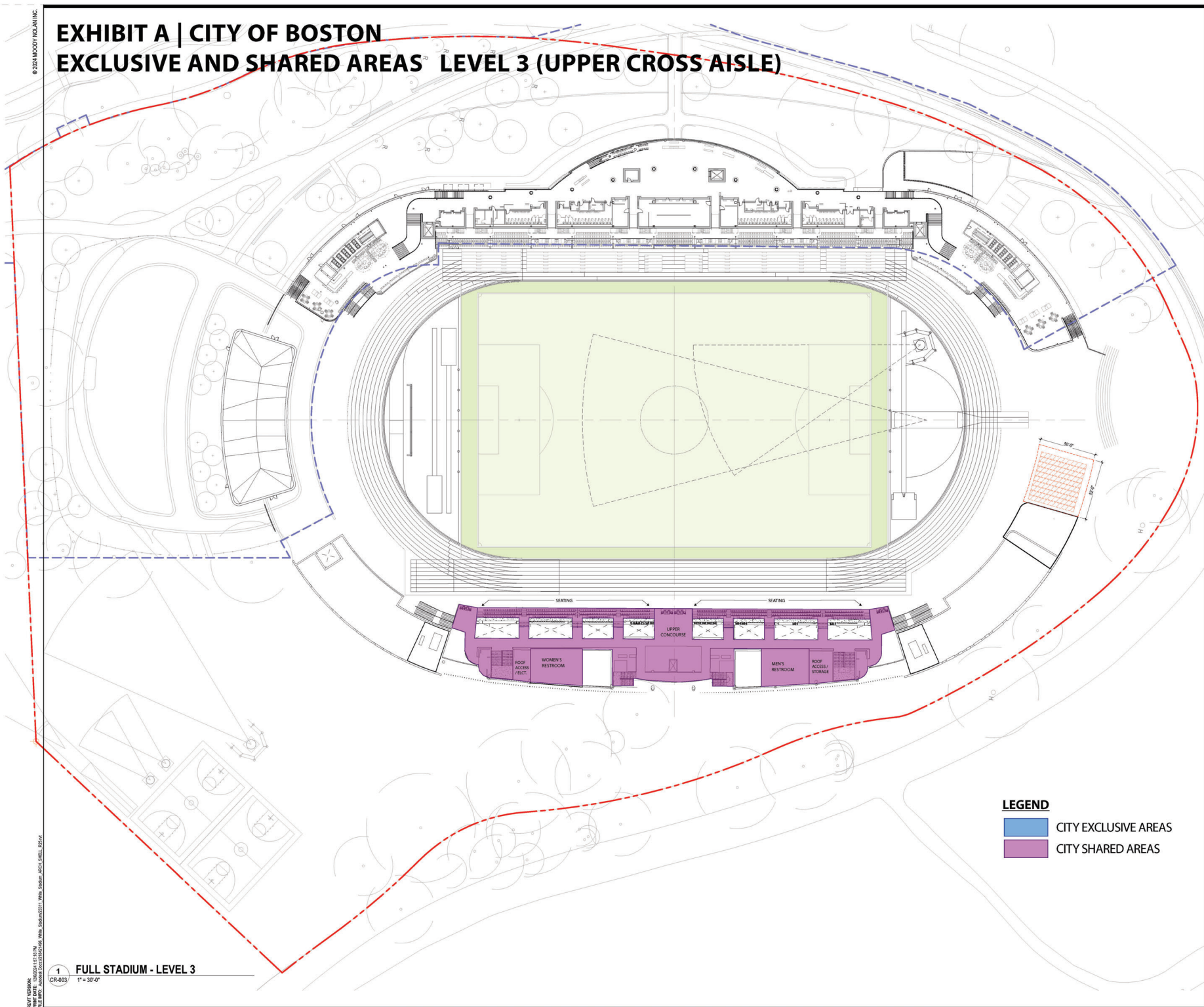
**1 FULL STADIUM - LEVEL 2**

CR-002 1" = 30'-0"

PROJECT: BOSTON STADIUM, 100 SOUTH ST, BOSTON, MA 02111. DATE: 08/14/24. DRAWING NO: CR-002. SCALE: 1/8"

**EXHIBIT A | CITY OF BOSTON  
EXCLUSIVE AND SHARED AREAS LEVEL 3 (UPPER CROSS AISLE)**

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**LEGEND**  
 CITY EXCLUSIVE AREAS  
 CITY SHARED AREAS

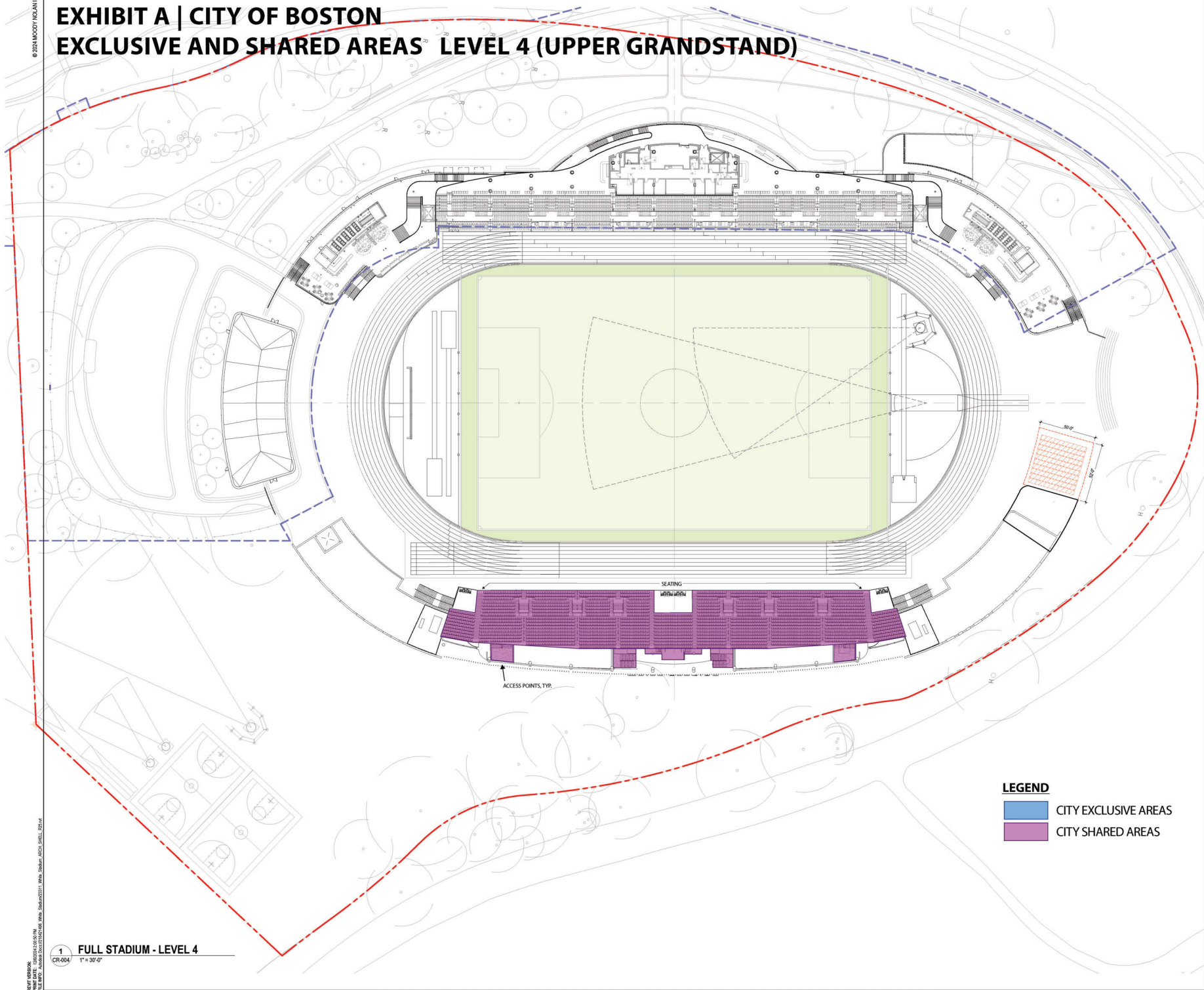
1 FULL STADIUM - LEVEL 3  
 CR-003 1" = 30'-0"

PROJECT: BOSTON COLLEGE STADIUM  
 DATE: 08/20/24  
 DRAWING NO: CR-003  
 SHEET NO: 1 OF 1  
 DESIGNER: MOODY YOUNG INC.  
 CHECKER: JACOB SHELLEY  
 DATE: 08/20/24



# EXHIBIT A | CITY OF BOSTON EXCLUSIVE AND SHARED AREAS LEVEL 4 (UPPER GRANDSTAND)

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**LEGEND**  
CITY EXCLUSIVE AREAS  
CITY SHARED AREAS

PROJECT NUMBER: 202400000200010000  
DATE: 08/20/24  
FILE NAME: Boston Stadium Level 4 CR-004

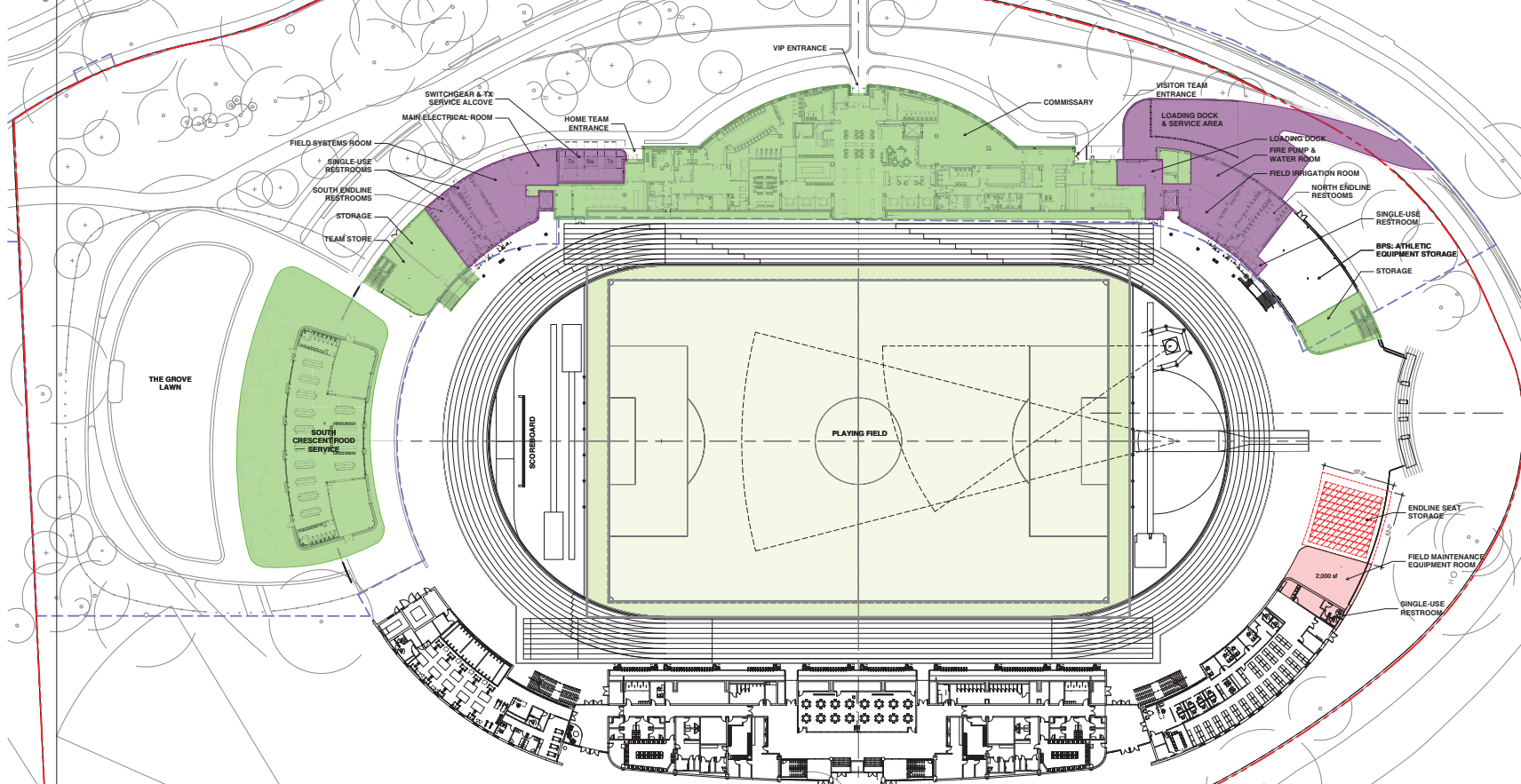


**EXHIBIT B**

**Team Exclusive Area and Team Shared Area**

[Attached]

**EXHIBIT B | BUSP  
EXCLUSIVE & SHARED AREAS - LVL1**



- LEGEND**
- TEAM EXCLUSIVE AREAS
  - TEAM SHARED AREA

#	DATE	CHANGE DESCRIPTION

**SOBOL** **WHITE STADIUM**  
433 WALKER AVENUE  
BOSTON, MA 02109  
FOR  
**BOSTON UNITY SOCCER PARTNERS**

**Moody Nolan**  
200 STATE STREET, SUITE 200  
BOSTON, MA 02109  
PHONE: (617) 535-7685

**Stantec** 40 WATER STREET, 3RD FLOOR  
BOSTON, MA 02109  
PHONE: (617) 234-3100

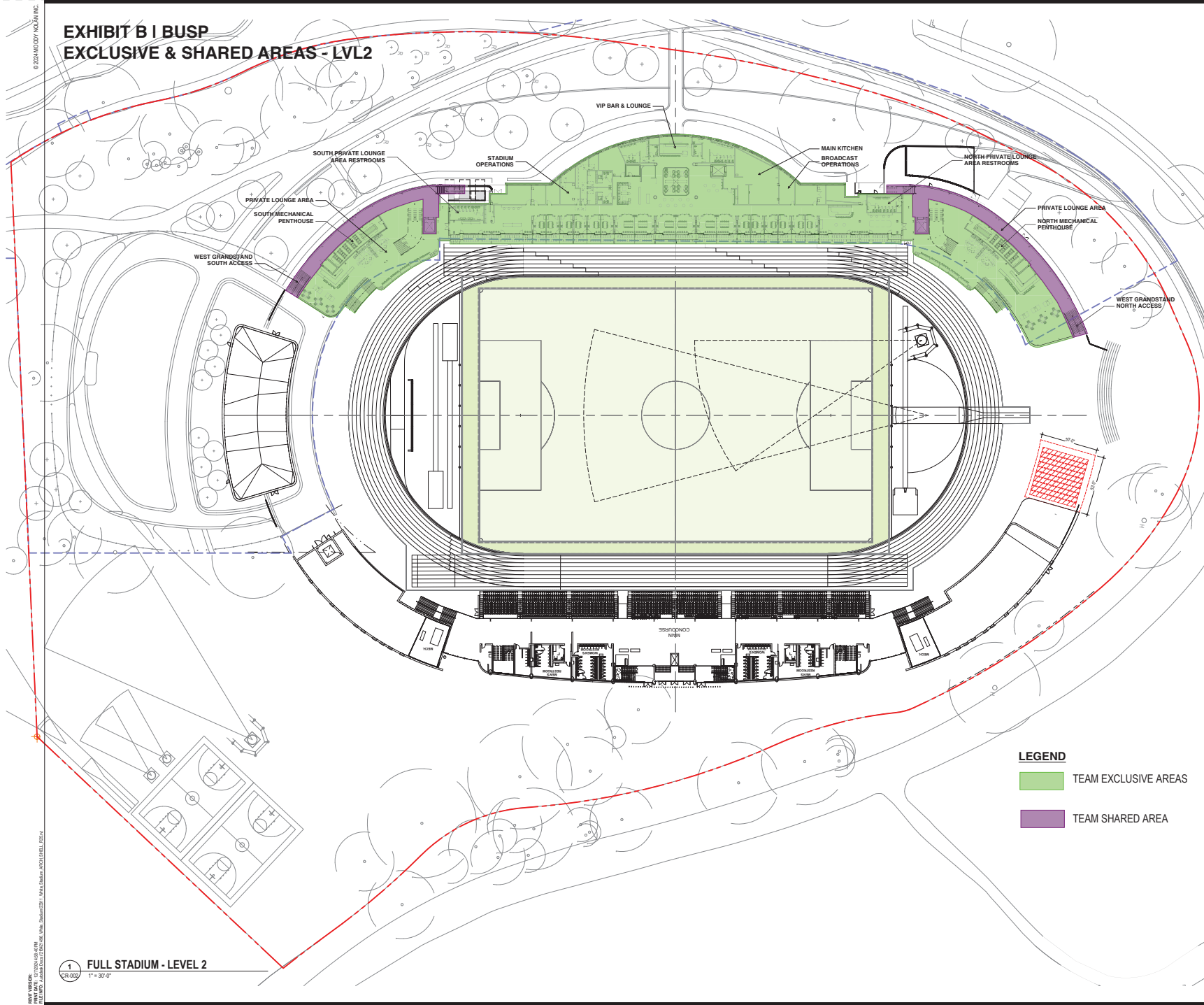
DRAWING TITLE  
**EXHIBIT B.1 | LEVEL 1**

<p>PROGRESS DRAWING NOT FOR CONSTRUCTION</p>	2024.12.06
	CR-001b
FOR REFERENCE	

**1 FULL STADIUM - LEVEL 1 - BPS EVENT**  
CR-001b 1" = 30'-0"

© 2024 MOODY NOLAN, INC. MOODY NOLAN 12/06/2024 07:00 AM 433 WALKER AVENUE BOSTON MA 02109 535-7685

**EXHIBIT B | BUSP  
EXCLUSIVE & SHARED AREAS - LVL2**



- LEGEND**
- TEAM EXCLUSIVE AREAS
  - TEAM SHARED AREA

#	DATE	CHANGE DESCRIPTION

**SOB-FOR**  
**WHITE STADIUM**  
 40 WATER STREET, SUITE 200  
 BOSTON, MA 02109  
 FOR  
**BOSTON UNITY SOCCER PARTNERS**

**Moody Nolan**  
 200 STATE STREET, SUITE 200  
 BOSTON, MA 02109  
 PHONE: (617) 535-7685

**Stantec**  
 40 WATER STREET, 3RD FLOOR  
 BOSTON, MA 02109  
 PHONE: (617) 234-3100

ISSUED FOR PERMIT  
**EXHIBIT B.1 | LEVEL 2**

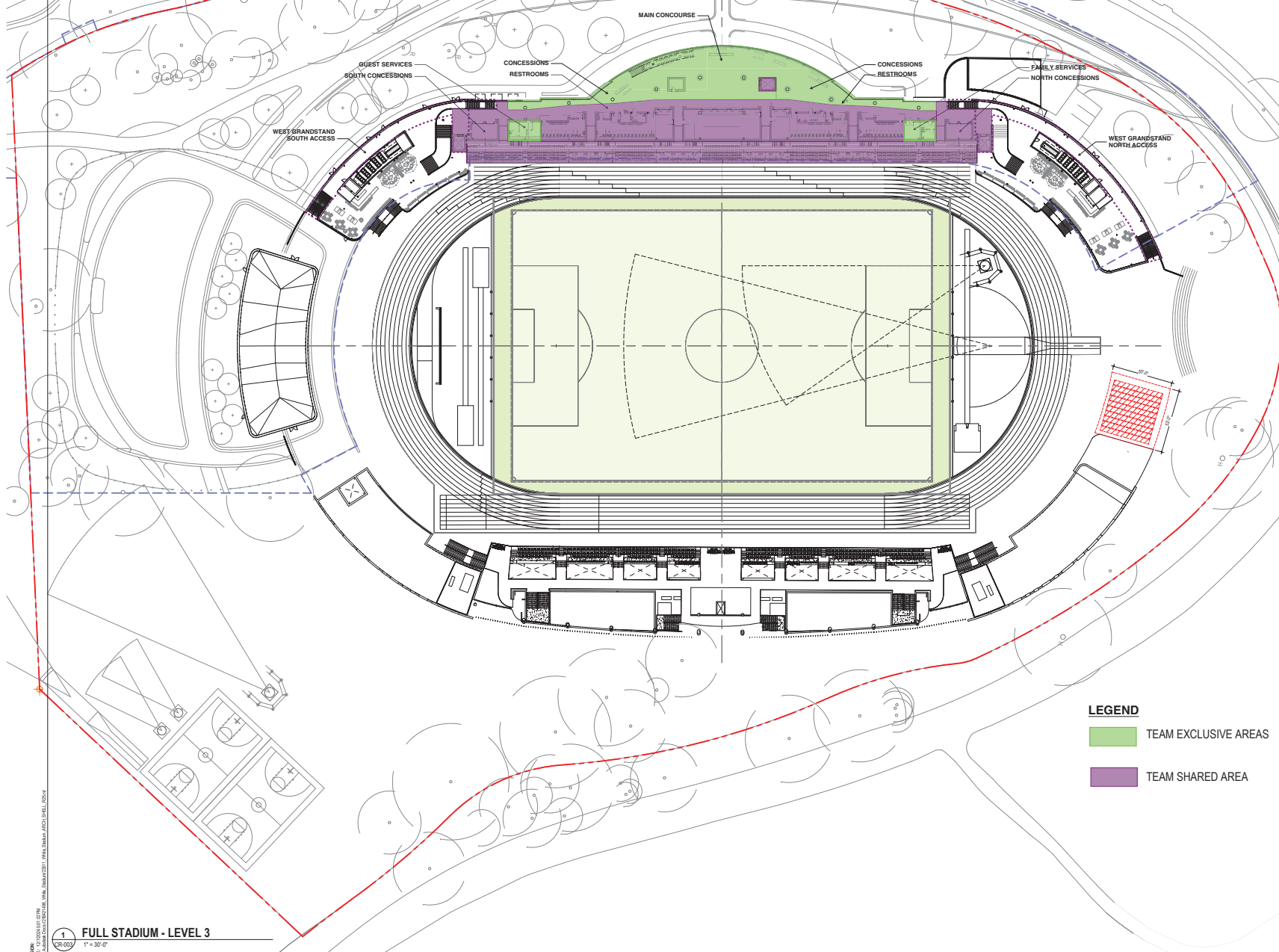
	2024.12.06
	<b>CR-002</b>
FOR REFERENCE	

**1 FULL STADIUM - LEVEL 2**  
 1" = 30'-0"

© 2024 MOODY NOLAN INC.  
 MOODY NOLAN  
 200 STATE STREET, SUITE 200  
 BOSTON, MA 02109  
 PH: (617) 535-7685  
 WWW.MOODYNOLAN.COM

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# EXHIBIT B | BUSP EXCLUSIVE & SHARED AREAS - LVL3



- LEGEND**
- TEAM EXCLUSIVE AREAS
  - TEAM SHARED AREA

**1** FULL STADIUM - LEVEL 3  
 CR-003 1" = 30'-0"

#	DATE	CHANGE DESCRIPTION

**SOB FOR**  
 WHITE STADIUM  
 400 WASHINGTON AVENUE  
 BOSTON, MA 02109  
 FOR  
**BOSTON UNITY SOCCER PARTNERS**

**Moody Nolan**  
 200 STATE STREET, SUITE 200  
 BOSTON, MA 02109  
 PHONE: (617) 535-7685

**Stantec**  
 40 WATER STREET, 3RD FLOOR  
 BOSTON, MA 02109  
 PHONE: (617) 234-3100

DRAWING TITLE  
**EXHIBIT B.1 | LEVEL 3**

	2024.12.06
	<b>CR-003</b>
FOR REFERENCE	



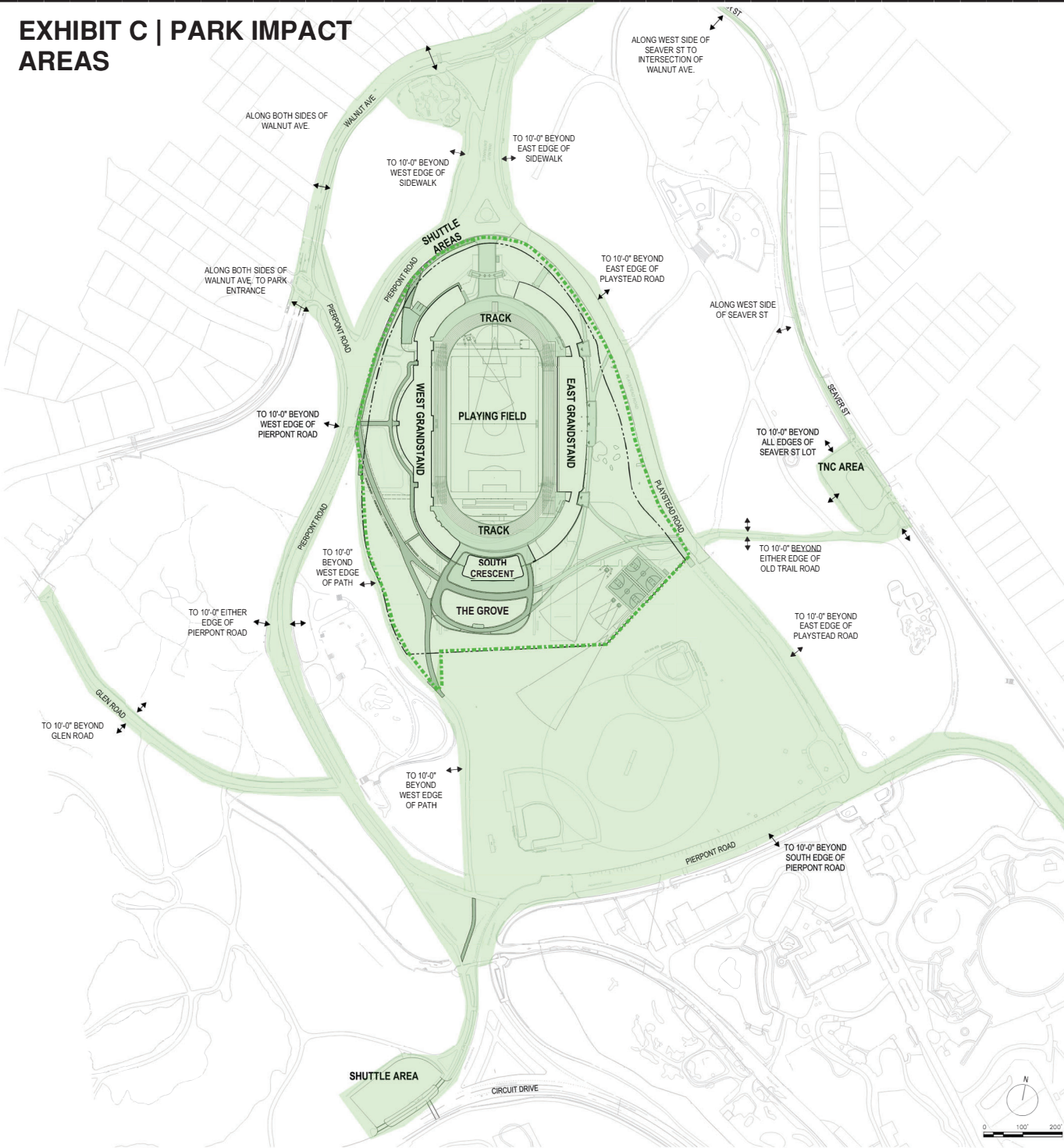


**EXHIBIT C**

**Park Impact Areas**

[Attached]

# EXHIBIT C | PARK IMPACT AREAS



**LEGEND**

- BUS-MAINTAINED AREAS (GAME DAY)
- POST-GAME CLEANUP EXTENTS



#	DATE	CHANGE DESCRIPTION

**WHITE STADIUM**  
400 WALNUT AVENUE  
BOSTON, MA 02109

**BOSTON UNITY SOCCER PARTNERS**

200 STATE STREET, SUITE 200  
BOSTON, MA 02109  
PHONE: (617) 535-7685

40 WATER STREET, 3RD FLOOR  
BOSTON, MA 02109  
PHONE: (617) 234-3100

DRAWING TITLE:  
**EXHIBIT C | PARK IMPACT AREAS**

	2024.12.06
	FOR REFERENCE

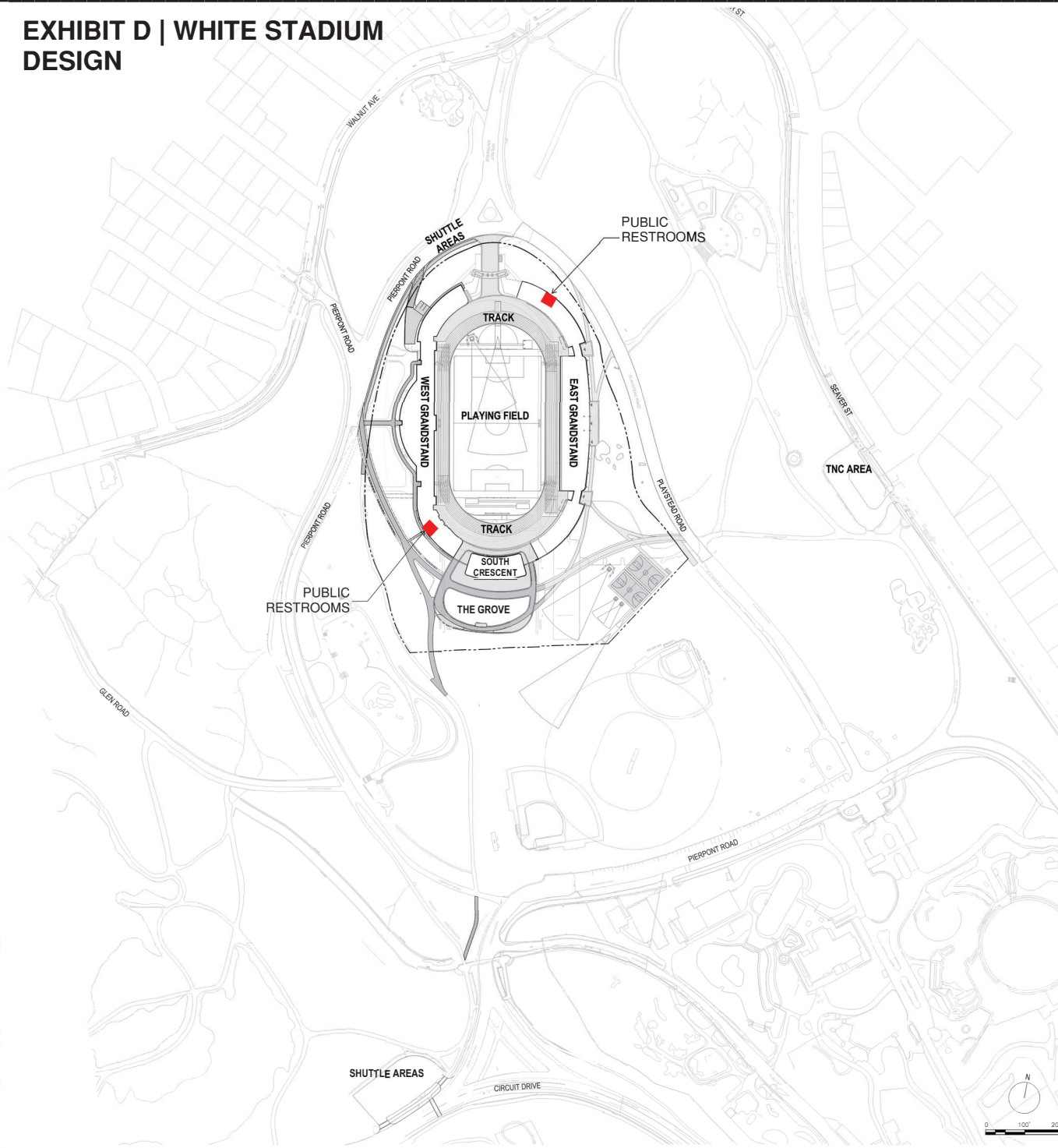
**EXHIBIT D**

**Locations of Public Restrooms**

[Attached]



# EXHIBIT D | WHITE STADIUM DESIGN



#	DATE	CHANGE DESCRIPTION

**WHITE STADIUM**  
 40 WALNUT AVENUE  
 BOSTON, MA 02109

**BOSTON UNITY SOCCER PARTNERS**

**Moody Nolan**  
 200 STATE STREET, SUITE 200  
 BOSTON, MA 02109  
 PHONE: (617) 535-7685

**Stantec**  
 40 WATER STREET, 3RD FLOOR  
 BOSTON, MA 02109  
 PHONE: (617) 234-3100

## EXHIBIT D | WHITE STADIUM DESIGN

2024.12.06

PROGRESS DRAWING NOT FOR CONSTRUCTION

FOR REFERENCE

**EXHIBIT E**

**Exterior Areas**

[Attached]



## **EXHIBIT F**

### **Prohibited Topics**

The following topics/subject matters constitute prohibited naming, sponsorship and advertising categories (absent the prior written approval of the City in its sole discretion):

1. Controlled substances
2. Alcohol
3. Tobacco or cannabis products
4. Firearms or weapons
5. Goods or services of a sexual nature, or establishments that engage in sexually explicit entertainment or services
6. Nudity, sexual images, or sexually graphic language
7. Weight loss
8. Soliciting or urging support or opposition for any political, religious, social, or cultural subject matter
9. Soliciting or urging a particular vote in favor or against, or otherwise supporting or opposing, any elected office (or candidate or office holder therefor or thereof) or ballot initiative or other position on any political matter
10. Promotion of illegal activities
11. Religion or Politics
12. Gambling
13. Funeral parlors or crematoriums
14. So-called fast cash, title loan or payday loan services

**EXHIBIT G**

**List of Services**

[Attached]

**EXHIBIT G**  
**ROSTER OF SERVICES FOR EVENTS**

[Exemplar Subject to Revisions]

---

	<b>White</b>
<hr/> <b>Stadium Event Schedule of Offered Services</b>	
1. Private Security	
a) Opening/Closing (Hours: _____ - _____)	\$ _____
b) Event Standard	\$ _____
c) Event Enhanced	\$ _____
[Describe: Talent Protection; Equipment Protection; etc.]	
d) Crowd Control	\$ _____
2. Boston Police Department (paid details)	\$ _____
3. Boston Fire Department (paid details)	\$ _____
4. Guest Services Staffing:	
Specify: _____	\$ _____
<hr/>	
5. Box Office/Ticketing Staff	
Specify: _____	\$ _____
<hr/>	
6. Medical Staff (on-site standby)	
Specify: _____	\$ _____
<hr/>	
7. Stage Crew / "Bull" Crew / Rigging Crew / Lighting Crew / Set Ups	
Specify: _____	\$ _____
<hr/>	
8. VIP Parking / Valet	
Specify: _____	\$ _____
<hr/>	

9. Shuttle Service Busses

Specify: \_\_\_\_\_ \$

10. Shuttle Service Escorts

Specify: \_\_\_\_\_ \$

11. Food and Beverage Services

(a) Concessions:

Specify: \_\_\_\_\_ \$

(b) Clubs and Suites:

Specify: \_\_\_\_\_ \$

(c) Food Trucks

Specify: \_\_\_\_\_ \$

(d) Other

Specify: \_\_\_\_\_ \$

12. Technology

(a) Sound Technician \$ \_\_\_\_\_

(b) Video/Scoreboard Technician \$ \_\_\_\_\_

(c) Lighting Technician \$ \_\_\_\_\_

13. Loading Dock Fees / Storage of Applicant Personalty \$ \_\_\_\_\_

14. Cleaning and Trash Removal

(a) General Service Charge \$ \_\_\_\_\_

(b) Specialized Request / Areas \$

15. Insurance Requirements

Specify: \_\_\_\_\_ \$

\_\_\_\_\_

16. Security (Damage) Deposit

\$

\_\_\_\_\_

17. Taxes

\$ \_\_\_\_\_

18. Administrative Fee

\$ \_\_\_\_\_

19. Other

\$ \_\_\_\_\_

Specify: \_\_\_\_\_