



Dear Stadium Builder License Holder,

As you requested, we have enclosed the Stadium Builder License Transfer Request forms and instructions, together with the forms of Stadium Builder License and Ticket Agreement or Club Seat License Agreement to be executed by the transferee. Please read all instructions carefully and be sure to include the necessary proof of identity and signatures.

Upon receipt of the completed forms, the seat locations and licenses will be removed from your account and re-assigned to the transferee. All future invoices with respect to the transferred right, will be the responsibility of the new license holder.

If you have any questions regarding the transfer form or license documentation please call the Philadelphia Eagles Ticket Office at 215-463-5500.

Sincerely,

Stadium Builder Fund

QUICK GUIDE TO COMPLETING STADIUM BUILDER LICENSE

TRANSFER DOCUMENTS

Please be sure to read all enclosed documents carefully. This quick guide is only meant as a checklist to ensure that all necessary forms and identification are returned to the Stadium Builder Fund.

REQUIREMENTS OF TRANSFEROR (Current License Holder)

1. Complete Part 1, Section A of SBL Transfer Request Form with the seat locations and account number
2. Complete, sign and notarize the Part 1, Section B of the SBL Transfer Request Form
3. Include copy of Driver's License or other acceptable photo identification.
 - * Address must match on the ID, form and current account.

REQUIREMENTS OF TRANSFEREE (New License Holder)

1. Complete, sign and notarize Part II of the SBL Transfer Request Form
2. Include copy of Driver's License or other acceptable photo identification.
 - *Address must match on the ID and the form.
3. Complete the top portion of the Stadium Builder License (name, address, etc. A new account number will be assigned when returned). Print and sign name at the bottom. Write the seat location in the first paragraph of the License Agreement.
4. Complete the top portion of the Ticket Agreement (name, address, etc. A new account number will be assigned when returned). Print and sign name at the bottom. Write the seat location in the first paragraph of the Ticket Agreement.

RETURN ALL DOCUMENTATION TO:

Stadium Builder Fund
P.O. Box 60599
Philadelphia, PA 19145-0599

SBL TRANSFER REQUEST FORM INSTRUCTIONS

I. Transfer Requirements

To request the transfer of a Stadium Builder License (“SBL”) from the Philadelphia Authority for Industrial Development (the “Authority”), and the transfer of the related right to acquire season tickets to the home games of the Philadelphia Eagles (the “Ticket Right”) or Club Seat License Agreement (the “Club Seat Right”) from Philadelphia Eagles, LLC (the “Team”) or Eagles Stadium Operator, LLC (“ESO”), respectively, the party transferring the SBL and Ticket Right or Club Seat Right (the “Transferor”), and the party acquiring the SBL and Ticket Right or Club Seat Right (the “Transferee”), must provide each of the following (to the extent applicable).

1. **TRANSFER FORM.** The Transferor and the Transferee must fill out and sign the SBL Transfer Request Form attached to this Instruction Sheet. **EACH SIGNATURE MUST BE NOTARIZED BY A QUALIFIED NOTARY.**

2. **PROOF OF IDENTITY AND SIGNATURE.** Each person signing as (or on behalf of) the Transferor or the Transferee **must provide a legible copy of his or her current driver’s license, passport or other government issued picture I.D.**

3. **SPECIAL DOCUMENT REQUIREMENTS AND INSTRUCTIONS FOR CERTAIN TRANSFERS.** In addition to the other documentation required in these Instructions, Transferor must comply with the following requirements in the circumstances set forth below:

- **IF THE SBL IS IN THE NAME OF AN ENTITY (e.g., a CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR TRUST),** the Transferor must furnish evidence of the legal authority of the natural person signing on its behalf to bind the entity and make the transfer. Examples of such evidence include a resolution of the board of directors or managers of the entity or an excerpt from the entity’s governing documents (such as its by-laws, limited partnership agreement, limited liability company agreement or trust agreement) specifying such authority. Please note that the SBL Transfer Request Form requires a certification from the individual signing for the Transferor that any such resolution, excerpt or evidence of authority is true, complete and not misleading.
- **IF THE SBL IS IN THE NAMES OF TWO OR MORE INDIVIDUALS,** each such individual must sign the transfer documents and submit the Proof of Identity required under Section I.2 above. This requirement applies to all accounts held in the name of a husband and wife.
- **IF THE SBL HOLDER HAS DIED,** the application to transfer must be signed by the executor(s) or administrator(s) of the estate of the deceased SBL Holder and accompanied by all legal documentation that the Authority or the Team may deem necessary to evidence the authority of the executor(s) or administrator(s) and the rights of the Transferee. Such documentation must include (i) a certified copy of the death certificate of the deceased SBL Holder, (ii) letters testamentary or letters of administration evidencing the appointment of the executor(s) or administrator(s) signing the application, (iii) a copy of the Last Will and Testament, duly admitted to probate, of the deceased SBL Holder, and any other testamentary instrument (such as a trust instrument) which controls the disposition of rights to the SBL upon the SBL Holder’s death, (iv) a letter of instructions directing the transfer of rights to the SBL signed by the executor(s) or administrator(s) of the deceased SBL Holder’s estate, and (v) any applicable tax waivers. If the disposition of the SBL is not specifically addressed in any testamentary instrument, the letter of instructions from the executor(s) or administrator(s) must identify the Transferee and provide evidence of the authority of the executor(s) or administrator(s) to make the transfer.
- **IF THE SBL HOLDER HAS BECOME INCAPACITATED,** the application to transfer must be accompanied by legal documentation that evidences the authority of the natural or legal guardian, conservator, attorney-in-fact or other person(s) wishing to make the transfer.
- **IF THE SBL IS BEING TRANSFERRED AS THE RESULT OF A DIVORCE,** the applicable party must submit a copy of the divorce decree (1st page, page showing recipient(s) of SBL(s) and last page signed by judge.)

4. **SBL AGREEMENT AND OTHER AGREEMENTS.** Each Transferee must sign and deliver the copies of the Stadium Builder License Agreement with the Authority and, as applicable, either the Ticket Agreement with the Team or the Club Seat License Agreement with ESO, provided with these Instructions. This Ticket Agreement or Club Seat License Agreement will have a term equal to the unexpired term of the Transferor’s current Ticket Agreement or Club Seat License Agreement.

Alternatively, if the proposed transfer would result in the transfer to a single Transferee of all the SBLs that are subject to the Transferor's Stadium Builder License Agreement, the Transferee can evidence its assumption of all of the Transferor's rights and obligations under its Stadium Builder License Agreement and Ticket Agreement or Club Seat License Agreement by executing the attached SBL Transfer Request Form.

5. ISSUED OR PREPAID TICKETS. If, as of the effective date of the transfer, the Transferor has already paid for season tickets to the current or any upcoming NFL season, whether pursuant to a Ticket Agreement or Club Seat License Agreement, but the tickets have not yet been issued, the unissued tickets will be sent to the Transferee. If the tickets already have been issued, the Transferee is responsible for obtaining those tickets from the Transferor. The Team will not be responsible for refunding any payments to the Transferor or for any failure of the Transferor to deliver previously issued tickets to the Transferee.

6. SPECIAL PROVISIONS FOR CLUB SEAT SBLs.

- **GENERAL.** All transfer requirements set forth in these Instructions also apply to proposed transfers of SBLs for Club Seats, unless expressly indicated otherwise.
- **PARKING.** If you received a parking pass or passes with your Club Seat License Agreement and wish to transfer to a single Transferee all of the Club Seat SBLs that relate to the Club Seat licensed under that agreement, your parking pass or passes will automatically be transferred to the Transferee. If you have SBL(s) for more than one Club Seat, and are not transferring all of those SBL(s) to the same Transferee, one parking pass will be transferred for every two Club Seats transferred. Parking passes are only issued to Club Seat license holders and cannot be transferred separately.

7. OTHER DOCUMENTS. All documents submitted in connection with a proposed transfer must be satisfactory in form and substance to the Authority and the Team or ESO, as applicable. The Authority and the Team reserve the right to request additional documents in connection with the proposed transfer.

8. MAILING ADDRESS. All documentation required to be submitted in connection with the transfer should be sent to the following address:

Stadium Builders Fund
P.O. Box 60599
Philadelphia, PA 19145-0599

II. TRANSFER PROCESS.

The Authority and the Team reserve the right to deny any proposed transfer that (i) is not in compliance with the Transfer Requirements set forth above, the Stadium Builder License Agreement and either the Ticket Agreement or Club Seat License Agreement (as applicable), (ii) relates to SBL(s), Ticket Right(s) or Club Seat Right(s) for which any amount is past due, or (iii) relates to any SBL(s), Ticket Right(s) or Club Seat(s) that already have been transferred during the current calendar year (unless the SBL Holder has died or become disabled).

No transfer shall be effective until each of the following shall occur:

- the Authority and the Team have received all required transfer documents and assigned new account numbers to the transferred SBL(s) and transferred Ticket Right(s) or Club Seat Right(s);
- the Authority has recorded the transfer of the SBL(s) on its books and either executed a new Stadium Builder License Agreement with the Transferee or acknowledged the Transferee's assignment and assumption of the existing Stadium Builder License Agreement on the SBL Transfer Request Form; and
- has executed a new Club Seat Agreement, with the Transferee or acknowledged the Transferee's assignment and assumption of the existing Tickets Agreement or Club Seat License Agreement on the SBL Transfer Request Form.

Following the effectiveness of the transfer, the Authority and the Teams will send a copy of the SBL Transfer Request Form with the effective date of the transfer to both the Transferor and Transferee, and, if applicable, will send the Transferee a copy of the Stadium Builder License Agreement countersigned by the Authority and a copy of either the Ticket Agreement or Club Seat License Agreement countersigned by the Team or ESO, as applicable.

SBL TRANSFER REQUEST FORM

Unless otherwise defined, all capitalized terms used in this SBL Transfer Request Form have the meanings given to them in the SBL Transfer Form Instructions.

PART I-TO BE COMPLETED BY THE CURRENT SBL HOLDER (“TRANSFEROR”)

A. The undersigned Transferor hereby requests the transfer of, and confirms that, subject only to the approval of the Authority and the Team or ESO, as applicable, it has assigned, the SBLs and the related Ticket Rights or Club Seat Rights identified below to the person or entity identified in Part II as the Transferee:

1. Seat Location(s) to be transferred: _____ Section: _____ Row: _____ Seat(s): _____
2. Seat Location(s) to be transferred to other Transferees (if applicable, complete additional SBL Transfer Request Forms with respect to each additional transfer and Transferee): _____ Section: _____ Row: _____ Seat(s) _____
3. Seat Location(s) to be retained (only complete if a Partial Transfer): _____ Section: _____ Row: _____ Seat(s): _____
4. SBL Account and Ticket Account Number: _____
5. Club Seat Account Number: _____

B. To induce the Authority and the Team to consider this transfer request:

1. Transferor acknowledges that it has reviewed the Transfer Requirements and Transfer Procedures set forth in the SBL Transfer Form Instructions and certifies to the Authority and the Team that all information provided by Transferor in connection with this transfer is true, complete and not misleading.
2. The natural person signing this SBL Transfer Request Form on behalf of Transferor hereby certifies that he/she has the legal authority to make this transfer on behalf of the Transferor and to execute all transfer documents on behalf of the Transferor.
3. Transferor acknowledges that if the Authority and the Team or ESO make this transfer, they will have no further obligations to the Transferor with respect to the SBL(s) and Ticket Right(s) or Club Seat Right(s) so transferred, including for any amounts previously paid by the Transferor.
4. Transferor hereby releases the Authority, the Team, ESO, their respective affiliates, and their respective officers, owners, managers, directors, employees, representatives and agents from all claims or causes of action Transferor may have that relate to or arise out of the transferred SBL(s), the Ticket Right(s) or Club Seat Right(s), all agreements relating thereto, this transfer and Transferor's attendance at events at the New Stadium.
5. Transferor acknowledges that if this transfer relates to all SBLs and Ticket Rights or Club Seat Rights held by Transferor, the Stadium Builder License Agreement and Ticket Agreement or Club Seat License Agreement to which it is a party shall be terminated effective upon the transfer, except that this termination and transfer shall not relieve the Transferor of any obligations that arose under the Stadium Builder License Agreement, Ticket Agreement or Club Seat License Agreement on or prior to the date of the transfer.
6. Transferor acknowledges that if this transfer does not relate to all such SBLs and Ticket Rights or Club Seat Rights, the Transferor's Stadium Builder License Agreement and Ticket Agreement or Club License Agreement shall remain in full force and effect other than with respect to the SBL(s), Ticket Right(s) or Club Seat Right(s) transferred.

IN WITNESS WHEREOF, the Transferor has executed this SBL Transfer Request Form and set forth the information requested below, which certifies if true, complete and not misleading.

Business or Entity Name of Current SBL Holder (if applicable): _____

Address: _____

Name of Person Signing for Transferor (Please Print): _____

City, State, Zip: _____

Title (if signing for a Business or Entity): _____

Phone: _____

Signature: _____

Home: (____) _____

Date: _____

Work: (____) _____

State of _____

Cell: (____) _____

County/City of _____

Email: _____

On this _____ day of _____, 20_____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

PART II TO BE COMPLETED BY THE NEW SBL HOLDER ("TRANSFeree")

The Transferee hereby accepts the transfer of the SBL(s) and related Ticket Right(s) or Club Seat Right(s) identified in Part I, subject to the approval of the Authority and the Team or ESO, as applicable.

To induce the Authority and the Team to process this transfer request:

1. Transferee acknowledges that it has reviewed the Transfer Requirements and Transfer Procedures set forth in the SBL Transfer Form Instructions and certifies to the Authority and the Team that all information provided to them by Transferee in connection with this transfer is true, complete and not misleading.
2. The natural person signing this SBL Transfer Request Form on behalf of Transferee hereby certifies that he/she has the legal authority to accept this transfer on behalf of the Transferee and to execute all transfer documents on behalf of the Transferee, including, if applicable, the Stadium Builder License Agreement and Ticket Agreement or Club Seat License Agreement provided with this form.
3. Transferee acknowledges that it must obtain any tickets (including to Club Seat(s)) issued prior to the effective date of the transfer from Transferor and releases the Authority, the Team, ESO, their respective affiliates, and their respective officers, owners, managers, directors, employees and agents from all claims or causes of action that relate to or arise out of the Transferor's failure to deliver such tickets or any other matter relating to this transfer.
4. If this transfer relates to all SBL(s) and associated Ticket Right(s) or Club Seat Right(s) of the Transferor, the Transferee acknowledges that it has received a copy of the Stadium Builder License Agreement and related Ticket Agreement or Club Seat License Agreement to which the Transferor is a party and hereby assumes and agrees to pay, perform and discharge all obligations (including, but not limited to, all payment obligations and all obligations related to conduct at Stadium events) of the Transferor under those agreements that arise from and after the date on which Transferee signed this SBL Transfer Request Form, to the same extent as if it were originally a party to those agreements. If the Transferee has not received copies of those agreements, it has instead executed the Stadium Builder License Agreement and associated Ticket Agreement or Club Seat License Agreement provided with this form.

IN WITNESS WHEREOF, the Transferee has executed this SBL Transfer Request Form and set forth the information requested below, which it certifies are true, complete and not misleading.

Business or Entity Name of Current SBL Holder (if applicable):

Address:

Name of Person Signing for Transferee (Please Print):

City, State, Zip:

Title (if signing for a Business or Entity):

Phone:

Home: (____) _____

Signature: _____

Work: (____) _____

Date: _____

Cell: (____) _____

State of _____

Email: _____

County/City of _____

On this _____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledged that he/she/they executed the same for the purpose therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

PART III TO BE COMPLETED BY AUTHORITY AND THE TEAM

By signing a copy of this SBL Transfer Request Form, each of the Authority and either the Team (with respect to the Ticket Rights) or ESO (with respect to Club Seat Rights) hereby confirms that it has accepted and has recorded on its books, the transfer proposed by the Transferor and Transferee as of the date set forth below. The Transferee will be notified separately of its new SBL, Ticket or Club Seat Account Numbers.

**PHILADELPHIA AUTHORITY FOR INDUSTRIAL
DEVELOPMENT**

By: _____

PHILADELPHIA EAGLES, LLC

By: _____

EAGLES STADIUM OPERATOR, LLC

By: _____

Date of Transfer: _____

[For ticket office use only: SBL _____ F _____ CONT _____ CTRCT _____ FIN _____]

**STADIUM BUILDER LICENSE
(FOR ASSIGNEES)**

Contract Date: _____

Account No.: _____

Name: _____

Contact: _____

Address: _____

Work #: _____

Home #: _____

Email: _____

Number and Location of Seats: This agreement sets forth the terms and conditions of the Stadium Builder License that has been assigned to the person or entity executing this agreement as SBL Holder by the prior holder of that license. The Stadium Builder License relates to seat(s) _____ located in Section _____, Row _____ (the "Seats") shown on Exhibit A, of the stadium at the southeast corner of 11th Street and Pattison Avenue in Philadelphia, Pennsylvania (the "Stadium"), as such Zone is shown on the Stadium Diagram attached to this agreement as Exhibit A.

Ticket Rights: The SBL Holder will have the right to purchase season tickets for Eagles Home Games (as defined in Exhibit B) from the team prior to each NFL season in which the Stadium will be used by the Team if the SBL Holder executes the separate Ticket Agreement between the SBL Holder and the Team enclosed in this mailing (the "Ticket Agreement") **and returns the signed Ticket Agreement to the Team in the enclosed return envelope simultaneously with the SBL Holder's return of the signed copy of this agreement to the Authority.**

SBL Terms: SBL Holder's rights and responsibilities with respect to the SBL granted under this agreement are described in the Terms and Conditions attached to this agreement as Exhibit B, which are incorporated into and form a part of this agreement.

Validation Procedure: To make this agreement valid and binding, SBL Holder must return a signed copy of this agreement to the Authority in the enclosed return envelope within (30) days of the Contract Date set forth above and must pay each installment of the SBL Fee when due. If SBL Holder does not timely return a signed copy of this agreement, the Stadium Builders License will be null and void.

SBL Holder acknowledges and agrees to be bound by this agreement and the attached Terms and Conditions.

SBL HOLDER:

PHILADELPHIA AUTHORITY FOR
INDUSTRIAL DEVELOPMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Address: _____

We thank you for your interest and support.
You will receive a countersigned copy of this agreement for your records

Terms and Conditions

These Terms and Conditions shall be fully incorporated into the Stadium Builder License Agreement to which this exhibit is attached. The Stadium Builder License and these Terms and Conditions are collectively referred to in these Terms and Conditions as "this Agreement." Any capitalized terms that are defined in any section of this Agreement shall have the same meaning for purposes of all other sections of this Agreement.

1. Grant of SBL. In consideration of the payment of the SBL Fee when due, SBL Holder shall receive a SBL. The SBL shall entitle the SBL Holder to purchase from the Team, in accordance with the terms and conditions set forth in this Agreement and a separate agreement between the SBL Holder and the Team ("Ticket Agreement"), season tickets for the Seat(s) for all pre-season and regular season games, and tickets to all post-season home games (excluding the Super Bowl) of the Team, that are played at the Stadium (together, "Eagles Home Games").

2. Rights of Authority. Pursuant to its Sublease and Development Agreement (the "Stadium Lease") with the Team, the Authority has retained the right to grant SBLs and to enter into this Agreement. SBL fees will be used exclusively to pay or reimburse costs incurred in connection with the designer, preparation, preconstruction, construction, capital repair or replacement and development work of the Stadium and related improvements (including, but not limited to, direct construction costs, and the cost of labor, materials and supplies), together with reasonable costs and expenses of marketing and granting SBLs. The Authority has entered into an agreement with the Team under which the Team has agreed to make season tickets to Eagles Home Games available for purchase by SBL Holder pursuant to the Ticket Agreement.

3. Location of Seats. The SBL granted hereby relates solely to the Seat(s) to be located in a certain Zone of the Stadium as designated in the Stadium Builders License. SBL Holder acknowledge that the stadiums yet to be built and that the actual location of the Zone may vary in some respects from that set forth in the Stadium Diagram attached to the Stadium Builder License. The Authority shall provide to SBL Holder the specific Seat(s) designations (row and seat number) within a reasonable time after such designation becomes available. The designations are not expected to become available until several months prior to 2003 NFL Season.

4. Construction of Stadium

(a) The authority expects, but does not guarantee, that the Stadium will be completed prior to the start of the 2003 NFL season. Subject to section 4(b), if completion of construction of the stadium is delayed, this Agreement shall remain in full force and effect and shall continue to apply to all Eagles Home Games played at the Stadium following completion of construction.

(b) If the first Eagles Home Game is not played at the Stadium by September 1, 2005, the Authority shall, as soon as reasonably practical thereafter, return to SBL Holder all previously paid portions of the SBL Fee (including the deposit), without interest. Upon return of such amount, this Agreement will terminate and the Authority, the Team and their respective affiliates shall have no further liability or obligation to SBL Holder. Except as provided in this section 4(b) shall be extended by the time necessary to cure the delay resulting from such event, provided the Authority or its designers are diligently seeking to cure such event.

5. SBL Rights and Obligations

(a) SBL Holder shall have the right pursuant to the Ticket Agreement to purchase from the Team at such time, pursuant to such procedures and at such prices (the "Ticket Price") as shall be determined from time to time by the Team, season tickets for each Seat for all Eagles Home Games for as long as the Team plays its home games in the Stadium. All payments of the Ticket Price shall be made, without offset, deduction or counterclaim, to the Team pursuant to instructions given by the Team from time to time, as provided in the Ticket Agreement.

(b) If SBL Holder does not purchase season tickets for its designated Stadium Seat(s) for all pre-season, regular season and playoff Eagles Home Games by a specified deadline or deadlines as determined each year by the Team, SBL Holder's right to purchase all tickets under the Ticket Agreement will terminate automatically without any notice given or action taken by the Team or the Authority, and SBL Holder will forfeit any claim it may have to all monies previously paid to the Authority by its predecessor in interest and will forfeit the SBL for the upcoming NFL season and all NFL seasons that follow. The Authority will then have the right to regrant the terminated SBL with no obligation to the former SBL Holder.

(c) Subject to the restrictions and guidelines set forth herein or in the Ticket Agreement, SBL Holder shall have the right to transfer its SBL with respect to some or all of its Seat(s) by gift, bequest or otherwise; provided, however, that there may only be one SBL Holder for a Seat at any given time and an SBL may not be transferred more than once each calendar year except in the case of the death or disability of the SBL Holder. Once an SBL Holder transfers an SBL with respect to a specified Seat, such SBL Holder will no longer have any rights associated with that Seat.

(d) No transfer of an SBL will be effective until the transferee has assumed all obligations of the transferor pursuant to documents satisfactory to the Authority and the Team and the transfer has been recorded on the books of the Authority and the Team.

(e) SBLs do not entitle the SBL Holder to (i) admission to any Eagles Home Games unless the SBL Holder has purchased the required admissions tickets to such Eagles Home Game pursuant to the Ticket Agreement, (ii) a reduction or discount in the price of tickets to the Eagles Home Games, (iii) any rights with respect to Team games played at locations other than the Stadium, or (iv) any rights with respect to events at the Stadium other than Eagles Home Games.

(f) SBLs do not grant or provide the SBL Holders with any ownership or other equity interest in the Stadium, the Authority or the Team. The SBL is a right of personal privilege revocable in accordance with the terms of this Agreement and does not confer upon the SBL Holder any interest in real property or any leasehold interest in Stadium seats. The relationship between the SBL Holder and the Authority is that of licensor and licensee.

6. Representations of SBL Holder. SBL Holder represents, warrants and agrees as follows:

(a) SBL Holder has read and understands the terms of this Agreement;

(b) SBL Holder is not acquiring its SBL as an investment and has no expectation of profit as an owner of its SBL; and

(c) SBL Holder is acquiring its SBL for its own use and not with a view to the distribution of its SBL to others.

7. Possession and Use. SBL Holder will have access to the Stadium and Seat(s) to which its SBL relates only upon presentation of a ticket for admission to a Stadium event. SBL Holder shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium are issued including, without limitation, any policy adopted with respect to the cancellation or postponement of games or events. In addition, SBL Holder shall, and shall cause its guests to, maintain proper decorum and comply with all applicable laws, and all rules and regulations of all governmental authorities, the Team and the operator of the Stadium. SBL Holder shall not permit the use of the Seat(s) in violation of this Agreement, create any nuisance or take any action which either diminishes insurance coverage for the Stadium or increases the premium payable for such insurance.

8. Default.

(a) In addition to the rights of the Authority set forth in Section 4(b) hereof and the rights of the Team under the Ticket Agreement, in the event SBL Holder fails to pay when due any amounts to be paid by SBL Holder pursuant to this Agreement, otherwise defaults in the performance or observation of its duties and obligations under this Agreement, or defaults in any of its obligations under the Ticket Agreement (other than those subject to the automatic termination provisions of Section 4(b) of this Agreement): (i) the Authority may direct the Team to withhold distribution of tickets to SBL Holder for Eagles Home Games until such time as such default is cured, and/or (ii) the Authority may terminate the rights of SBL Holder under this Agreement after giving SBL Holder not less than ten (10) days prior written notice of such default or breach. If SBL Holder shall not have cured the default or breach specified in that notice within that ten (10) day period, or if the default is not capable of cure (e.g., a breach of Section 6), the Authority may terminate the SBL Holder's SBL and all other rights and privileges of SBL Holder under this Agreement, and the Authority shall have no further liability or obligation under this Agreement.

(b) The foregoing remedies shall not be to the exclusion of any other right or remedy set forth in this Agreement or otherwise available in law or in equity or restrict in any way any right or remedy of the Team for breach of the Ticket Agreement. SBL Holder shall be responsible for all attorneys' fees and costs incurred by the Authority in the enforcement of this Agreement. SBL HOLDER HEREBY UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.

(c) Any waiver of any of the terms of this Agreement shall be effective only if set forth in a writing signed by the party to be charged. No waiver by the Authority of any default or breach by SBL Holder of its obligations under this

Agreement shall be construed to be a waiver or release of any other subsequent default or breach by SBL Holder under this Agreement or of any default or breach by SBL Holder under the Ticket Agreement (which may be waived only by the Team), and no failure or delay by the Authority in the exercise of any remedy provided for in this Agreement shall be construed as a forfeiture or waiver thereof or of any other right or remedy available to the Authority or, in the case of a breach of the Ticket Agreement, the Team. The Authority shall have no duty to mitigate its damages as a result of a failure or default by SBL Holder hereunder and any amounts received by the Authority from any regrant of the SBL Holder's SBL shall not reduce SBL Holder's obligations under this Agreement.

9. Disclaimer of Liability; Indemnification.

(a) None of the Authority, the Team or their respective affiliates, or their respective officers, owners, managers, directors, employees or agents, shall be liable or responsible for any loss, damage or injury to any person or to any property of SBL Holder or its guests in or upon the Stadium, its parking areas or elsewhere resulting from any cause whatsoever, including but not limited to theft and vandalism, except to the extent due to the gross negligence or the wilful misconduct of the Authority or the Team.

(b) SBL Holder shall indemnify and hold harmless the Authority, the Team and their respective affiliates, and their respective officers, owners, managers, directors, employees and agents from and against any liability, losses, damages, claims, demands, costs and expenses, including attorneys' fees and litigation expenses (including in any action between SBL Holder and any such indemnitee), arising out of or related to any personal injury or property damage (other than ordinary wear and tear) occurring in or upon the Stadium or elsewhere in connection with SBL Holder's or its guests negligent use or occupancy of the Seat(s) or Stadium premises, or any misrepresentation under or breach of the provisions of this Agreement or breach of any applicable laws, rules, regulations or orders.

10. Miscellaneous.

(a) All notices or other communications under this Agreement shall be in writing and shall be considered given when delivered personally, one day after being sent by a nationally recognized overnight courier, or three days after being mailed by certified mail, return receipt requested, to the address for the receiving party set forth in the Stadium Builder License (or to such other address as the receiving party may have specified by notice to the other).

(b) SBL Holder may assign its rights under this Agreement only in accordance with Section 4. Any attempted assignment in violation of Section 4 shall be void. SBL Holder acknowledges that the Authority may assign all or any portion of its rights, including its rights to payment and to enforce the provisions of this Agreement that relate to in-stadium conduct and certain other matters.

(c) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania.

(d) This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any written or oral agreement, instrument, application, promotional material or representation previously made, distributed or entered by them with respect to those matters. No amendment or modification to this Agreement shall be effective unless the amendment or modification is in writing and signed by both the Authority and SBL Holder.

(e) This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, and permitted successors and permitted assigns.

(f) This Agreement and the rights and interests of SBL Holder hereunder shall be subordinate and subject to the Stadium Lease, and any and all amendments thereto. Upon the expiration or termination of the Stadium Lease for any reason, this Agreement shall terminate as of such date.

(g) The maximum liability of the Authority to SBL Holder under any theory of law, including contract or tort, for a breach by the Authority under this Agreement shall not exceed the amount of the SBL Fee paid by the SBL Holder.

(h) The Team and the Authority are not partners or joint ventures, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant either of them the right to bind the other without the other's prior written consent.

TICKET AGREEMENT

Contract Date: _____

Account No.: _____

Name: _____

Contact: _____

Address: _____

Work#: _____

Home#: _____

Email: _____

Number and Location of Seats: Pursuant to a separate Stadium Builder License (the "SBL Agreement") with the Philadelphia Authority for Industrial Development (the "Authority"), the SBL Holder has purchased a Stadium Builder License ("SBL") that relate(s) to _____ seat(s) to be located in Zone _____ of the new stadium being constructed for use by Philadelphia Eagles, LLC, the owner of the Philadelphia Eagles football team (the "Team"), at the southeast corner of 11th Street and Pattison Avenue in Philadelphia, Pennsylvania (the "Stadium"). Under the SBL Agreement, the Authority will designate specific row and seat numbers for the seat(s) subject to the SBL(s) (the "Seats") several months prior to the 2003 NFL season. Pursuant to an agreement with the Authority, the Team has agreed to provide the SBL Holder with the right to purchase season tickets for the Seat(s) prior to each NFL season in which the Stadium will be used by the Team, in accordance with the Terms and Conditions attached to this agreement as Exhibit A, which are incorporated into and form a part of this agreement.

Validation Procedure: To make this agreement valid and binding, SBL Holder must return a signed copy of the SBL Agreement to the Authority and a signed copy of this agreement to the Team in the enclosed return envelope within thirty (30) days of the Contract Date set forth above.

SBL Holder acknowledges and agrees to be bound by this agreement and the attached Terms and Conditions.

SBL HOLDER:

PHILADELPHIA EAGLES, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Address: _____

We thank you for your interest and support.
You will receive a counter-signed copy of this agreement for your records.

Terms and Conditions

These Terms and Conditions shall be fully incorporated into the Ticket Agreement to which this exhibit is attached. The Ticket Agreement and these Terms and Conditions are collectively referred to in these Terms and Conditions as “this Agreement.” Any capitalized terms that are defined in any section of this Agreement shall have the same meaning for purposes of all other sections of this Agreement.

1. SBL Rights and Obligations; Termination.

(a) SBL Holder shall have the right to purchase by such deadline(s), pursuant to such procedures and at such prices (the “Ticket Price”) as shall be determined from time to time by the Team (and which may vary from season to season), season tickets for each Seat for all pre-season and regular season home games, and tickets for each Seat for all playoff home games (excluding the Super Bowl), of the Team that are played at the Stadium (together, “Eagles Home Games”) for as long as the Team plays its home games in the Stadium. All payments for those tickets shall be made, without offset, deduction or counterclaim, to the Team pursuant to instructions given by the Team from time to time.

(b) If SBL Holder does not purchase for each of its designated Seat(s) season tickets for all pre-season and regular season Eagles Home Games, or tickets to any playoff Eagles Home Games, by the applicable deadlines determined each year by the Team, or the SBL Agreement is terminated for any other reason, this Agreement and SBL Holder’s right to purchase all tickets hereunder will terminate automatically without any notice given or action taken by the Team, and SBL Holder will forfeit all rights to buy tickets associated with the Seat(s) for the upcoming NFL season and all NFL seasons that follow. In addition, the Team shall have the right to terminate this Agreement by notice to SBL Holder upon any other material breach hereof by SBL Holder.

(c) If the SBL is transferred in accordance with the terms of the SBL Agreement, the right to purchase tickets pursuant to this Agreement shall be simultaneously transferred to the transferee of the SBL.

2. Possession and Use. SBL Holder shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued including, without limitation, any policy adopted with respect to the cancellation or postponement of games. In addition, SBL Holder shall, and shall cause its guests to, maintain proper decorum and comply with all applicable laws and all rules and regulations of all governmental authorities, the Team and the operator of the Stadium, including, without limitation, all rules and regulations posted in the Stadium or set forth on the back of any ticket purchased under this Agreement. SBL Holder shall not permit the use of the Seat(s) in violation of this Agreement or the SBL Agreement, create any nuisance or take any action which either diminishes insurance coverage for the Stadium or increases the premium payable for such insurance, or cause personal injury or property damage (other than ordinary wear and tear) in or upon the Stadium.

3. No Rights after Termination. Upon termination of this Agreement, the Team shall have the right to issue tickets for the Seats to a third party without any further liability or obligation to SBL Holder.

4. Miscellaneous.

(a) All notices or other communications under this Agreement shall be in writing and shall be considered given when delivered personally, one day after being sent by a nationally recognized overnight courier, or three days after being mailed by certified mail, return receipt requested, to the address for the receiving party set forth above (or to such other address as the receiving party may have specified by notice to the other).

(b) SBL Holder may not assign its rights under this Agreement except in conjunction with the transfer of its SBL. Any attempted assignment in violation of the preceding sentence shall be void.

(c) This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely in Pennsylvania.

(d) This Agreement contains the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any written or oral agreement, instrument, application, promotional material or representation previously made, distributed or entered by them with respect to those matters. No amendment or modification to this Agreement shall be effective unless the amendment or modification is in writing and signed by the Team and SBL Holder.

(e) This Agreement, and all the terms and provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, personal representatives, and permitted successors and permitted assigns.

SBL Transfer Form Check List

Please Return the Following:

1. _____ Photo ID for transferor (address must match on ID, form and current account) and transferee (address must match on ID and form)

Completed SBL Transfer Request Form

2. _____ Part I.A & I.B completed by transferor and notarized

3. _____ Part II completed by transferee and notarized

4. _____ Part III

5. _____ Ticket Agreement completed by transferee

6. _____ Stadium Builder Agreement completed by transferee

*For Ticket and Stadium Agreement please Sign and Print name on bottom left