

LICENSE AGREEMENT BY AND BETWEEN
THE CITY OF BOSTON and BOSTON GARDEN DEVELOPMENT CORPORATION

This License Agreement ("Agreement") is made as of 9/6, 2016 by and between the City of Boston, by and through its Property Management Department (the "Licensor" or the "City" in general) with offices at Boston City Hall, Room 811, Boston, MA 02201, and Boston Garden Development Corporation ("Licensee"), a wholly-owned subsidiary of Delaware North Companies, with a principal place of business located at 100 Legends Way, Boston, MA 02114. The Licensor and Licensee shall be referred to herein as the "Parties" and each individually as a "Party".

WHEREAS, The Boston Redevelopment Authority (the "BRA") is the fee owner of certain premises located at One City Hall Square, in Boston, Massachusetts more commonly known as City Hall Plaza, as more particularly described in Exhibit A attached hereto and made a part hereof; and the Licensor has care, control and custody of City Hall Plaza (the "Licensed Premises") pursuant to a duly effective agreement between the BRA and the City; and

WHEREAS, Licensee has requested that the Licensor grant Licensee the right to use the Licensed Premises for the purposes and uses hereinafter described in this License; and

WHEREAS, Licensee has agreed to operate City Hall Plaza, including management and programming of events, attractions, amenities, and community activities in City Hall Plaza;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt, adequacy, and sufficiency of which is hereby acknowledged by the Parties hereto prior to the execution, sealing, and delivery of this Agreement, and the mutual promises herein contained, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

1. Permitted Uses and Purposes

Use of Licensed Premises. Licensee, and its employees, agents, contractors and subcontractors, may enter upon, occupy and use the Licensed Premises only for the following uses and purposes and for no other uses or purposes: Licensee shall program events, activities, amenities and attractions on City Hall Plaza, and sell third party sponsorships or advertising for the same, subject to City approvals in accordance with this Agreement. The final say on all programming decisions will rest with the City's Chief of Operations, or his/her designee. Subject to Section 2 of this Agreement, the Licensee may also design structural features for City Hall Plaza and shall implement said designs. Except as set forth below and in Section 2, any proposed features must be temporary and must be able to be removed from the Plaza by the end of the contract period. Any proposed design and construction for temporary structures will be reviewed by the City's Chief of Operations and subject to applicable procurement laws and regulations. The final say on all design and construction decisions will rest with the City's Chief of Operations.

The Licensee requests that they be permitted during the License Term to use all of the Licensed Premises, and Licensor agrees to permit such use provided that such use shall be in accordance with plans approved in advance by the Licensor, said approval not to be unreasonably

withheld or delayed. The specific areas of the Licensed Premises to be used by Licensee from time to time shall be set forth on Exhibit A hereto ("Operating Areas").

In addition to final approval of the City's Chief of Operations or his/her designee, all programming shall be coordinated through the Property Management Department so as to ensure proper levels of maintenance and security support, and/or the support of other City departments or agencies. Licensee shall submit requests for approval of programming activities to Licensor not less than fourteen (14) days prior to the anticipated activity taking place. Licensor shall provide bi-weekly to Licensee a calendar of events to assist with the planning of programming activities. The Licensee understands dates included on the calendar of events are approximations and last minute activities could be planned and executed between reporting periods.

Subject to Section 2, the Licensee agrees that its obligation is to return the Operating Areas to the "as is" state, other than normal "wear and tear," prior to the start of the License Period. Any below-grade improvements made to City Hall Plaza will be allowed to remain in place. Any infrastructure on City Hall Plaza which is incorporated as part of this Agreement and is not affixed to the surface of the Plaza shall be removed. All other improvements, including those which are affixed to the Plaza, may be allowed to remain at the discretion of the City. A final inspection of City Hall Plaza will be made within 30 days of the expiration or prior termination of this Agreement, by the City to determine any necessary alterations and/or repairs that need to be made and any additional infrastructure improvements which are allowed to remain, if any.

The Licensee shall maintain a significant, contiguous space which is to be available at all times for unplanned and unpermitted assembly. This area shall be fully ADA accessible and include a space for at least 5 media trucks.

The Licensee shall not program, design, construct, or in any way act pursuant to this license in any way that prevents or dissuades, or could prevent or dissuade, already programmed events from taking place (see Exhibit B for list of annual events held within the Licensed Premises and the tentative timing of each). Licensor expects to continue hosting and overseeing many of these events, and additional events, if applicable, and shall work with the Licensee to ensure that these events are coordinated to support new and simultaneous programming to the extent feasible and complimentary to approved Licensee programming.

The City's Chief of Operations, or his/her designee, shall be the principal point of contact for the Licensee and will coordinate all interaction with the City, when needed.

The Licensed Premises for use by the public is subject to and governed by the Massachusetts Recreational Use Statute, Massachusetts General Laws, Chapter 21, Section 17(c).

The Licensee shall provide quarterly reports, and an annual year-end report, to the City's Chief of Operations reasonably detailing the activities, facilities, or programs it is employing, as well as the costs of and revenues from those efforts. The reports shall include a statement of all revenues and expenses from all activities, facilities, and programs along with a brief narrative describing the impact of the activities, facilities and programs.

Permits. Licensee shall, at its sole cost and expense, obtain all necessary permits, licenses, or other approvals required by any federal, state, county, municipal or other governmental agency to operate the Licensed Premises for the uses and purposes described above and shall provide Licensor with a copy of all such permits, licenses and approvals prior to the Licensee's occupancy of the Licensed Premises. Licensor will reasonably assist Licensee in obtaining and maintaining such permits, licenses, and approvals, provided that it will not be required to pay any amounts therefor.

Compliance with Law. Licensee shall use the Licensed Premises in strict compliance with all applicable laws, ordinances, rules, regulations and other requirements of any federal, state, county, municipal or other governmental agency. Licensor shall not be liable to Licensee for any costs or lost revenue associated with compliance with any applicable law.

2. Improvements and Personal Property

Subject to the rights granted Licensee in Section 1 herein, no buildings or structures shall be erected on, no fixtures shall be installed on, and no other improvements or alterations shall be made to the Licensed Premises either above or below grade without the Licensor's prior written consent, however said consent shall not be unreasonably withheld or delayed. Furthermore, no signs (other than those required by law) shall be placed upon the Licensed Premises without the Licensor's prior written consent, however said consent shall not be unreasonably withheld or delayed. Any improvements or alterations made to the Licensed Premises shall be subject to design review approval by the Boston Redevelopment Authority, as well as the City's prior written approval, which may not be unreasonably withheld or delayed.

Any improvements to the Licensed Premises shall be at the Licensee's sole expense and all plans and specifications must be prepared by a registered architect or engineer and must be reviewed and approved by Licensor prior to construction. Upon the termination or expiration of this License Agreement, the Licensee shall remove from the Licensed Premises all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all above-grade fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed within 60 days of the later of (i) expiration or (ii) removal notification from Licensor shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the surface of the Licensed Premises in at least as good condition as received at the commencement of the License term.

In the event that Licensee fails or neglects to remove its property from the Licensed Premises, restore the surface of the Licensed Premises to its original condition, and/or repair any damage to the Licensed Premises as herein required, Licensor shall have the right to do so at the sole cost and expense of Licensee. Any personal property not removed from the Licensed Premises within 60 days of the later of (i) expiration or (ii) removal notification from Licensor shall, at the Licensor's option, become the property of the Licensor. The provisions of this Section shall survive the termination of this License.

Assumption of costs incurred. Notwithstanding any other provision of this License Agreement, upon (i) termination or expiration of this License Agreement or (ii) interruption or material change that restricts Licensee from offering or providing planned programming, amenities,

events or attractions on the Licensed Premises or otherwise materially frustrates the exercise of the license granted by Licensor hereunder (“Material Interruption”) through the expiration of the Term, any unamortized portion of costs incurred by the Licensee for improvements made to the Licensed Premises, either above or below grade, shall remain payable by the Licensee unless and until a successor licensee for similar programming and operation services using the Licensed Premises (“Successor Licensee”) chooses to make use of said improvements, in which case said Successor Licensee shall assume any unamortized portion of the costs of those and only those improvements as set forth in this Agreement, and shall pay to Licensee this total for unamortized costs, a payment schedule for which will be reasonably determined by Licensee and Successor Licensee. Prior to execution of this Agreement, Licensee must give to Licensor its most accurate and up to date forecast for those costs which could subsequently be assumed by a Successor Licensee and must update this total quarterly through the life of the Term. No costs will be passed to Successor Licensee unless the basis for which has been clearly communicated to and agreed to by the Licensor during the life of the Term. To calculate unamortized costs, Licensee will use straight-line depreciation, with no interest, over ten (10) years. In no event shall the Licensor assume any portion of unamortized costs incurred by the Licensee for improvements to the Licensed Premises.

The rights and obligations of any Successor Licensee pursuant to this subsection shall apply beginning on the earlier of the date of termination or expiration of this Agreement, or the Material Interruption. In no way shall the financial obligation of any Successor Licensee under this subsection extend beyond ten (10) years following the initial incursion of the cost for a respective improvement by the Licensee. If following the termination or expiration of this Agreement any major renovation not under control of the Successor Licensee is undertaken on part or all of the Licensed Premises so that programming is materially frustrated, the calculation of any financial obligation of any Successor Licensee under this subsection shall not include the period of time during which said renovation is undertaken.

3. License Term

The term of this License shall be for three (3) years, beginning on September 1, 2016, and continuing until August 31, 2019.

4. License Fee and other charges

The License Fee will be paid annually from Licensee to Licensor and will be generated from three (3) distinct categories of revenue: (i) Programming; (ii) Advertising/Sponsorships; and (iii) Restaurant Operations. The Fee due from Programming and Advertising/Sponsorships will be the greater of (i) a flat fee of \$50,000 per year or (ii) the sum of the individual totals for each of those two categories of revenues, as calculated below on an annual basis for each Agreement year.

Programming Revenue: Applies to all activities anywhere on the Licensed Premises which, pursuant to this Agreement, generate income for Licensee or any of its subcontractors from the public, which may include the following: ice skating path/rink; Winter Market; “beer gardens”; and beach or boardwalk programming. Licensee shall pay Licensor 3% of operating costs and 20% of net operating profit (revenues less expenses, interest, sales or

other taxes, depreciation and amortization), in each case attributable only to said programming/activities.

Licensor reserves its right to negotiate alternative fee arrangements for the operation of an observation wheel on the Licensed Premises during the Term.

Advertising and Sponsorships Revenue: Applies to all advertising and sponsorship activities coordinated by Licensee or any of its subcontractors, pursuant to this Agreement, anywhere on Licensed Premises, including within areas used by Licensee for specific programming or a restaurant. Licensee shall pay Licensor 3% of first \$100,000 of gross revenue (net of any applicable sales or other tax collected); 15% of gross revenue between \$100,001 and \$250,000; 20% of gross revenue between \$250,001 and \$1,000,000; and 25% of gross revenue above \$1,000,000, in each case attributable only to those revenues generated by advertising or sponsorships.

Licensee must provide Licensor with pro forma financial statements for all programming and advertising/sponsorship activities managed by Licensor pursuant to this Agreement before such activities commence on the Licensed Premises.

An annual payment from Licensee to Licensor, reflecting all of the above, will be due to the City no later than seventy-five (75) days after the end of each operating year, defined as September 1 until August 31 of each year of the Term, with a final annual payment due within seventy-five (75) days of the expiration or termination of the Agreement.

Restaurant Revenue: Licensee shall pay Licensor standard commercial use property taxes as assessed by the City of Boston, according to the City's assessing and payment schedules.

To adhere to all responsibilities outlined in this Section, the Licensee shall submit, within 45 days of the end of each operating year (defined as September 1 to August 31 through the life of the Agreement), a report, certified by the Licensee's Chief Financial Officer, consisting of an annual statement of operations, a schedule of payments to the Licensor, and a detailed statement of capital investment, including a depreciation schedule. The annual report shall include the current year's activities and any previous year's activities. Said report shall be filed with the City's Chief of Operations, the Commissioner of Property Management, the Commissioner of Assessing, and the Collector-Treasurer of the City.

Licensee shall keep detailed records relating to its performance obligations under this agreement, including but not limited to all payments due to the Licensor. The Licensee will maintain its books and records and accounting systems during the operations period in a manner that allows the Licensee to accurately account for its operations separately from the Licensee's other operations and in a manner that causes such accounting to be accurate in all material respects. Licensor shall have the right to audit the books and records of the Licensee, on an annual basis, upon 10 (ten) day prior notice, such audit to be performed by independent auditors engaged by the Licensor. Such audit shall be at the Licensee's sole reasonable cost and expense.

For the purpose of appropriately accounting for revenue generated across the categories listed above, Licensee's financial statements shall be divided among each of the three categories:

Programming; Advertising/Sponsorships; and Restaurant Operations. As such, all income received by Licensee for advertising and sponsorships which are featured within programming activities shall be excluded from the financial statements related to said activities and, instead, compiled within financial statements specific to advertising and sponsorships. Said financial statements shall be included within quarterly reports as set forth in Section 1 above, specific to each category, in addition to the annual report mentioned in the preceding paragraph.

The above requirements are in addition to, not in place of, any filing and payment requirements given to the Licensee from the City's Assessing Department, for the sake of collecting commercial use property taxes, as mentioned above.

Any corporate affiliate of the Licensee, subsidiary of the Licensee, or legal entity created by the Licensee in connection with the provision of services under this Agreement shall, for purposes of this Agreement, be deemed in law to be the Licensee.

5. Maintenance and Security

The Licensee shall be solely responsible for the costs associated with all maintenance, security, and other services required to maintain the Operating Areas in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

Licensee shall, at its sole cost and expense, maintain the Operating Areas in a clean, sanitary, safe, and orderly condition and repair. Such maintenance shall include, without limitation, cleaning of the Operating Areas, procuring any necessary extermination services, removing litter, trash, debris or other disposable materials, removing any weeds and undesirable vegetation, removing snow and ice from public ways, and landscaping. Licensee shall indemnify Licensor for the cost of maintaining these premises as required in the event that these premises are not kept clean in a manner satisfactory to the Licensor and after notice of such condition by Licensor and Licensee's failure to correct the condition identified.

In addition to the foregoing, Licensee shall, at its sole cost and expense, take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees, and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets, sidewalks and public access routes shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.

The City's Property Management Department and Municipal Protective Services shall perform all maintenance and security, respectively, on any portion of the Licensed Premises as may be required under the terms of this Agreement. For the purposes of this Agreement, "maintenance" shall refer to all relevant custodial, repair, and upkeep services, including but not limited to general clean-up, snow removal (but not from ice rink or equipment or improvements), and electrical, plumbing, carpentry, and locksmith work. Additional support by the Boston Police Department shall be coordinated by the Parties as needed.

Should the maintenance and/or security needs arising from Licensee's activities exceed the City's capacity, the Licensee and Chief of Operations or his/her designee will negotiate the scope of services and an opportunity to provide supplemental services may be made available. For the purposes of this Agreement, the Licensee's maintenance and security needs will only be deemed to exceed the City's capacity if the number of personnel required to attend to specified events or activities is greater than what the City could reasonably provide, and/or if the functional needs required by such events or activities are beyond the scope of those collectively bargained responsibilities existing with respect to the City's maintenance and security staff. The determination as to whether the Licensee will exceed, at any time, the City's capacity will rest solely with the City's Chief of Operations or his/her designee.

The Licensee shall reimburse the City for any maintenance and security costs incurred by their activities within 60 days of the receipt of a proper invoice for such costs. Hourly rates for security services shall be paid at the "Detail" hourly rate. Please see Exhibit C for more details.

No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the Licensed Premises.

6. Condition of Licensed Premises

Licensed Premises "As Is". Licensee has inspected the condition of the Licensed Premises and accepts the Licensed Premises in its "as is" condition as of the date of this License, and will not, at any time, make any claim that the Licensed Premises or structures thereon are not in suitable repair or condition for the uses and purposes of this License, nor will the Licensee at any time make any claim for damage arising from or consequent upon any repairs that Licensor or Licensee may perform or cause to be performed or in consequence of the occupancy of the Licensed Premises by the Licensee.

No Representation or Warranties. Licensor has not made any representation or warranty as to the condition of the Licensed Premises or its suitability for any particular use or as to any other matter affecting this License, except that the Licensee's plans have been approved for the use contemplated herein pursuant to the Licensor's normal licensing and permitting process and its due diligence related to external factors including, but not limited to, utility access, MBTA tunnels, and any and all abutter concerns, and Licensor has the authority and rights to grant the License to Licensee hereunder.

7. Insurance

- 1.1 The Licensee shall purchase and maintain during the term of the Contract, at its sole expense, all insurance required by the applicable laws of the Commonwealth of Massachusetts and insurance required in this section, as enumerated below. Insurance will be issued by insurance companies licensed to write such insurance in their domicile state and in the Commonwealth of Massachusetts, and will have a current rating provided by "Best's Insurance Reports" of A-VII or above.

1.2 Insurance Certificates on Acord Form 25, including statements evidencing all requirements listed below, will be delivered to the City's Chief of Operations or his/her designee, and to the BRA simultaneous with execution of the contract, with renewal certificates delivered no later than 30 days prior to expiration of the preceding policy. Failure of the Licensee to provide and continue to enforce such insurance shall be deemed a material breach of the Agreement. These requirements shall not be construed to limit the liability of the Licensee or its insurers.

1.2.1 **Workers' Compensation** insurance as required under General Laws c.152 (the Workers' Compensation Law) and including employer's liability limits of one million (\$1,000,000) per accident and per employee, including disease.

1.2.2 **Commercial General Liability** for Bodily Injury and Property Damage, on an Occurrence Form, including Premises/Operation, Products/Completed Operations Liability, Contractual, Broad Form Property Damage, and Personal/Advertising Injury for one million (\$1,000,000) per occurrence and two million (\$2,000,000) annual aggregate limit per location.

1.2.3 **Automobile Liability** (Any Auto/Hired/Non-owned) for one million (\$1,000,000) combined single limit.

1.2.4 **Umbrella Liability excess of General Liability, Employer's Liability and Auto Liability** for ten million (\$10,000,000) Each Occurrence.

1.2.5 **Liquor Liability** Coverage in an amount of one million dollars (\$1,000,000) per occurrence (as necessary).

1.2.6 **General Conditions:**

- (a) The City of Boston and Boston Redevelopment Authority will be named as Additional Insured on all policies except Workers' Compensation and Employer's Liability.
- (b) Above insurance shall be primary and non-contributory over any such insurance available to the City of Boston and the Boston Redevelopment Authority and their officials, employees and volunteers.
- (c) Waiver of Subrogation will be included as respects all coverages listed above in favor of the City of Boston and the Boston Redevelopment Authority. The Workers' Compensation Policy must be specifically endorsed and noted as such in the required certificate.
- (d) Commercial General Liability policy will state that no act or omission of Licensee shall invalidate the policy as to Licensor or the BRA.

(e) All policies will be endorsed to provide thirty (30) days written notice to the certificate holders, the City of Boston and the BRA, in the event of cancellation, non-renewal or material changes in coverage. Such endorsements must be attached to the Certificate.

1.3 The policy limits indicated in 1.2 of this section may be increased as the City/BRA reasonably deems necessary due to the size and type of events.

1.4 Licensee will require that all insurance requirements of this section are also provided by Licensee's subcontractors, agents and vendors engaged in performing work on the premises in performance of this Agreement, subject to reasonable and customary limits for similar trades and size and types of events.

8. Indemnification

Except to the extent caused by gross negligence or willful misconduct of Licensor or BRA and those acting under or on behalf of Licensor or BRA or claims that the license granted hereunder is invalid, limited or improper or does not authorize Licensee to operate in accordance with plans duly approved by Licensor hereunder, the Licensee shall indemnify and save harmless the Licensor and the BRA, their officers, employees, agents and representatives, from and against any and all liabilities, suits, actions, claims, demands, damages or losses, expenses, judgments and costs of every kind and description to which the Licensor may be subjected to by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its employees, agents, servants, objects, visitors, guests, contractors, subcontractors, or any and all other persons or entities dealing with the Licensee in any way in the occupancy and use of the Operating Areas or other parts of the Licensed Premises directly used by Licensee for its activities hereunder. With input from the Licensor and/or the BRA, the Licensee shall determine and control all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein, provided that the Licensee shall not agree to any settlement that requires Licensor to pay any amounts or restricts Licensor's rights in the Licensed Premises without Licensor's prior written approval. The provisions of this Section shall survive the termination of this Agreement.

9. Default and Termination

Default. Failure to pay any charges to be paid hereunder, or failure to comply with any other provision of this License within thirty (30) days after written notice from Licensor and/or the BRA, shall constitute a default hereunder and thereafter Licensor may terminate this License and remove Licensee from the Licensed Premises, provided however that no notice shall be necessary to terminate this License in the event the default arises out of a failure of Licensee to maintain insurance required hereunder. In the event of such termination, Licensee shall surrender the Licensed Premises peacefully, and shall not oppose or contest eviction proceedings when notified to vacate or when notified that this License has been terminated.

Surrender of Licensed Premises. Upon the expiration or earlier termination of this Agreement, Licensee shall vacate the Licensed Premises. Licensee's obligations with respect to the removal of property or improvements are as set forth in Sections 1 and 2 hereunder.

10. Notices

All demands, notices, consents or approvals to be made hereunder shall be in writing and shall be deemed delivered hereunder if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the addresses first set forth above, or to such other addresses as may be specified by either of the parties in writing:

If to Licensee:

Boston Garden Development Corporation
100 Legends Way
Boston, MA 02114

If to Licensor:

City of Boston
Property Management Department
Attn: Commissioner
Boston City Hall, Room 811
One City Hall Square
Boston, MA 02201

With a copy to:

Boston Redevelopment Authority
Boston City Hall
One City Hall Square
Boston, MA 02201
Attn: General Counsel

11. Miscellaneous

No Waste. Licensee shall not commit or suffer waste or impairment of the Licensed Premises.

Parking. Licensee shall not park, or permit any of its employees or invitees to park motor vehicles on public right-of-ways adjacent to the Licensed Premises, or on the Licensed Premises, without the written consent of the City's Chief of Operations or his/her designee.

The Licensee agrees to work with the Boston Transportation Department and the Boston Police Department to accommodate vehicular (including school buses) and pedestrian traffic in and around the Licensed Premises that will be generated by audiences at large performances.

Assignment and Subletting. The license shall not be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, without prior written approval of the

Licensor, except that Licensee may with prior written approval of the Licensor (not to be unreasonably withheld or delayed) sublicense its rights and obligations to an affiliate or a third party with reasonable expertise for certain programming, amenities, events or attractions provided that Licensee remains responsible for its obligations hereunder. The Licensee covenants that it will not occupy or use the Licensed Premises, nor allow it to be occupied or used for any purposes other than those listed herein.

Liens Against the Licensed Premises. Licensee shall not allow any liens or other charges to be placed, filed or recorded against the Licensed Premises, with respect to Licensee's use hereunder. If any such lien or charge is filed, Licensee shall, as soon as possible, have such lien cancelled or discharged of record, to the satisfaction of Licensor, by payment, bond, court order or otherwise reasonable satisfaction of Licensor. If Licensee fails to so cancel or discharge any such lien or charge, Licensor may do so at Licensee's sole cost and expense.

Access to Licensed Premises. Licensee will permit the Licensor and the BRA or their duly authorized agents to enter upon the Licensed Premises at any time, either to view or inspect the same, or to remove, without being held responsible therefor, any building, structure, sign or any material not approved by the Licensor if Licensee does not promptly remove such following notice by Licensor.

Assistance During Emergencies. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. Licensee shall transmit all information accurately to both the Boston Police and Boston Fire Departments and shall arrange a suitable meeting place in order to expedite the Police and Fire Department's entrance to the Licensed Premises. Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation or crowd control management, and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City of Boston officials when appropriate.

Other costs. Licensee shall provide and assume all costs directly or indirectly related to its use of the Licensed Premises including police, fire, security guards, ambulances, and sanitary services required to insure compliance with all laws, codes and ordinances.

Commercial use. The Licensee shall not engage, directly or indirectly, in any commercial activities within the Licensed Premises, other than those enumerated in this Agreement without the prior written approval of the Licensor.

Non-discrimination. The Licensee will comply with all applicable laws in its hiring. In accordance with this provision, the Licensee shall comply with the Licensor's Equal Employment Compliance Policy.

Amendments. This License may not be amended, altered or modified in any manner whatsoever except by a written instrument signed by Licensor and Licensee.

Applicable Law. This License shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts.

Entire Agreement. This License and Exhibits A and B attached hereto set forth the entire agreement of the parties hereto with respect to the subject matter contained herein.

Additional Covenants. Licensee agrees during the License Term and in connection with its use of the Licensed Premises, to the following:

(a) The License granted to the Licensee herein is an exclusive, non-transferable and personal license to use the Licensed Premises for the purposes set forth in Section 1. If the Licensee attempts to assign or transfer its License to another party, except as allowed herein or otherwise without the written approval of the Licensor, then this License may be deemed immediately void at the sole option of the Licensor.

(b) All the on-site work connected with the installation, erection, connection, operation, use, maintenance and removal of the Licensee's equipment shall be performed by the Licensee or its agents, and shall be subject to the Licensor's prior written approval not to be unreasonably withheld or delayed. All installation and removal costs and all costs incurred by reason of any work performed by the Licensee shall be borne by the Licensee. Licensee agrees to cause the clean-up and removal of all debris, fencing and other structures erected or brought on to the Licensed Premises for installation and removal operations by Licensee within ten (10) days after the need for such items is proved invalid, or such other time period as previously agreed to in writing by the Licensor.

(c) Licensee agrees to take such measures, which, in the sole and reasonable judgment of Licensor, are reasonably necessary to provide for the safety of the public during the term of this License. If such measures impose material costs, Licensee and Licensor will negotiate in good faith an appropriate adjustment to the License Fee to reasonably address such costs.

(d) Licensee may place such signs and other installations on the Licensed Premises, conditional upon the written approval of the Licensor, for third party advertising, appropriate sponsorship, and event promotion, which approval shall not be unreasonably withheld or delayed.

(e) Licensee may distribute press and promotional materials, in any media (including Internet and mobile), that contain references to the City of Boston, City Hall Plaza, and accessibility by public transportation and nearby parking garages.

(f) As between Licensee and Licensor, Licensee shall bear the cost of replacement or repair for any damage to personal property or equipment owned by it or any other person/entity, if such damage has been caused to the operations of the License, by the use of Licensed Premises by the Licensee or otherwise by or arising from the installation, existence, collapse, or removal of any property of the Licensee, including, but not limited to, damage caused by wind, storms or any other unforeseen act of nature.

(g) Licensee shall not impede or prohibit the regular inspection of the Licensed Premises by the Licensor or the BRA and monitoring of the Licensee's conduct of the Licensed Use thereof conducted at reasonable times.

(h) Licensee's actions in the provision of services under this Agreement shall comply with all relevant provisions of the "City Hall Plaza Agreement By and Between the Boston Redevelopment Authority and the City of Boston" dated as of June 6, 2016.

(i) Licensor shall own all right, title, and interest (including all intellectual property rights) in any trademarks to the extent that such are comprised of the name or image of City Hall or City Hall Plaza, or that identify City Hall or City Hall Plaza as a location, and that are made, conceived, used in commerce, or obtained, in whole or in part, by the Licensee and that arise out of this Agreement. The Licensee agrees to make and does hereby make all assignments necessary to accomplish the foregoing ownership. As between Licensor and Licensee, except as set forth above, Licensee shall own any trademarks or other intellectual property made, conceived, used in commerce, or obtained (except from the Licensor), in whole or in part, by the Licensee and that arise out of this Agreement, subject to the requirement that Licensee give notice to Licensor of any name that Licensee wishes to use, or trademark that Licensee wishes to acquire, in connection with its exercise of the license granted in this Agreement, and subject to the right of Licensor to object in good faith to any such name or trademark.

(j) Licensee agrees the activities listed in Exhibit D, attached hereto, are an accurate representation of anticipated winter programming in 2016. In addition to the programming listed in Exhibit D, Licensee shall support existing programming as listed in Exhibit B, and may offer additional programming as feasible, subject to the relevant terms of this Agreement.

[Signatures are on the following page]

IN WITNESS WHEREOF the parties have placed their hands and seals below as of the date first written above.

BOSTON GARDEN DEVELOPMENT CORPORATION

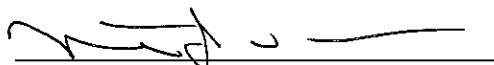


By: Amy Latimer
President
Boston Garden Development Corporation
Hereunto duly authorized

CITY OF BOSTON

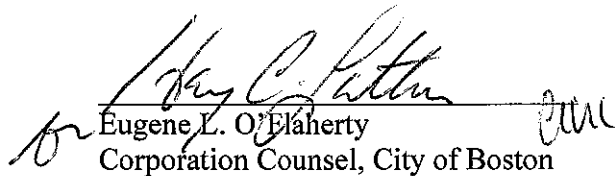


By: Gregory T. Rooney
Acting Commissioner, Property Management Department
City of Boston
Hereunto duly authorized



By: Martin J. Walsh
Mayor, City of Boston
Hereunto duly authorized

Approved as to Form:



Eugene L. O'Flaherty
Corporation Counsel, City of Boston

EXHIBIT A

The following diagram constitutes the premises identified in this Agreement at City Hall Plaza, or the "Licensed Premises," for which the Licensor has care, control, and custody pursuant to a duly effective agreement between the BRA and the City.

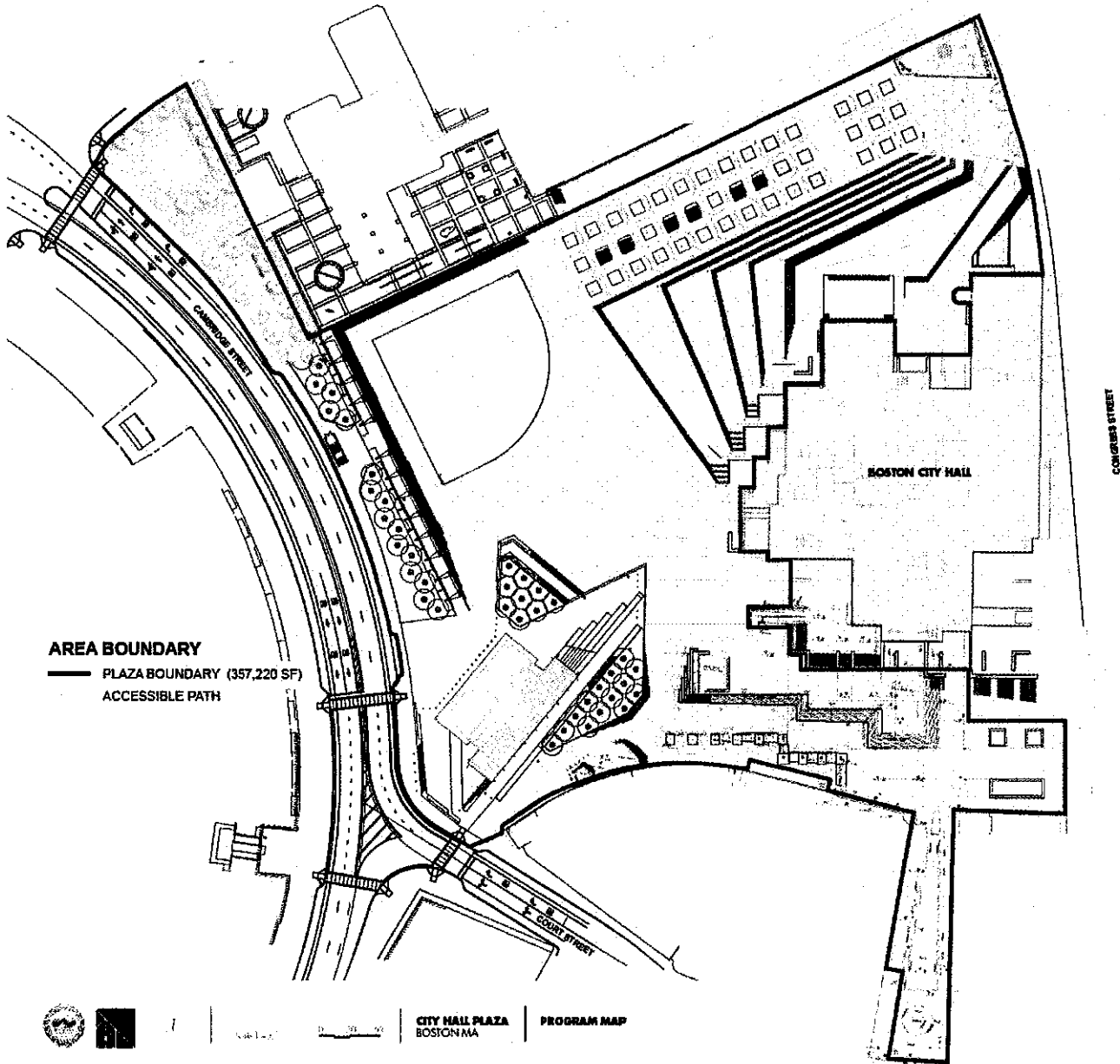


EXHIBIT B

The following events/programs are considered annual in nature and therefore are tentatively expected to return to City Hall Plaza (the “Licensed Premises”) in subsequent years. The timeframes and durations listed are only approximations and may differ in practice. The City makes no guarantee that each of these events will return and likewise cannot assure the Licensee that other events will not emerge, though these may be subject to coordination between the City and the Licensee. Lastly, the size of the area on the Licensed Premises used by each event varies greatly due to programmatic needs.

Event	Timeframe	Duration*
Big Apple Circus	February - May	3 months
Marathon Dinner	April	3 days
Kidney Action Day	May	1 day
BAGLY Youth Day/Prom	May	2 days
Boston Calling Music Festival	May	6 days
Ride in Silence	May	1 day
Peace Institute	May	1 day
Parks Dept. Concert (recurring)	June	1 day
Scooper Bowl	June	6 days
Boston Pride Festival	June	2 days
Donna Summer Roller Disco	June	1 day
Tech Jam	June	3 days
Cape Verden Festival	July	1 day
Colombian Festival	July	1 day
Bestfest	July	5 days
Parks Dept. Concert	July	1 day
Caliente Music Festival	July	1 day
African Festival	July	1 day
Puerto Rican Festival	July	7 days
Cradles to Crayons	August	2 days
Parks Dept. Concert	August	1 day
El Salvadoran Festival	August	1 day
Gospelfest	August	1 day
Greenfest	August	7 days
Cancer Garden Celebration	August	1 day
Mayor’s Bike Festival	September	7 days
Copenhagen Beer Festival	September	7 days
Car Show	October	1 day
End of Year Lawn Party	October	1 day

* The durations above include set-up and break-down.

The City also hosts more than 20 flag raising celebrations for various countries/citizen groups. These events typically last no more than a few hours and are held in the area immediately surrounding the flagpoles near the City Hall lobby entrance.

EXHIBIT C

Job Title	Job Title	Union Code	Estimated Minimum Hrly Rate	Estimated Maximum Hrly Rate	Estimated OT Minimum Hrly Rate by Time and One Half	Estimated OT Maximum Hrly Rate by Time and One Half	Estimated OT Minimum Hrly Rate by Double Time	Estimated OT Maximum Hrly Rate by Double Time
Custodial	Asst Supn-Custodians (Oper)	SU4	\$ 24.33	\$ 33.28	\$ 36.50	\$ 49.92	\$ 48.66	\$ 66.56
Custodial	Exec Asst (Pmd/Bldgs)	SU4	\$ 44.63	\$ 62.24	\$ 66.95	\$ 93.36	\$ 89.26	\$ 124.48
Custodial	Jr Building Custodian	SU4	\$ 16.46	\$ 21.65	\$ 24.69	\$ 32.48	\$ 32.92	\$ 43.30
Custodial	MaintMechFrpr(PMD/GraffRemoval	SU4	\$ 22.50	\$ 30.77	\$ 33.75	\$ 46.16	\$ 45.00	\$ 61.54
Custodial	MaintMechPaint(PMDGraffRemoval	SU4	\$ 18.51	\$ 25.31	\$ 27.77	\$ 37.97	\$ 37.02	\$ 50.62
Custodial	Sr Bldg Custodian (New Ch)	SE1	\$ 17.12	\$ 22.51	\$ 25.68	\$ 33.77	\$ 34.24	\$ 45.02
Events	Admin Asst (Chief Basic Serv)	SE1	\$ 33.66	\$ 49.01	\$ 50.49	\$ 73.52	\$ 67.32	\$ 98.02
Events	Admin Asst (Prop Mgmt)	SU4	\$ 46.25	\$ 46.25	\$ 69.37	\$ 69.37	\$ 92.50	\$ 92.50
Events	Admin Asst I (Prop Mgmt)	SU4	\$ 30.06	\$ 41.13	\$ 45.09	\$ 61.70	\$ 60.12	\$ 82.26
Events	Exec Asst	SE1	\$ 44.63	\$ 62.24	\$ 66.95	\$ 93.36	\$ 89.26	\$ 124.48
Events	Sr Admin Anl	SE1	\$ 30.53	\$ 44.61	\$ 45.80	\$ 66.92	\$ 61.06	\$ 89.22
Security	Garage Attendant	SE1	\$ 17.12	\$ 22.51	\$ 25.68	\$ 33.77	\$ 34.24	\$ 45.02
Security	Prin Admin Asst	SE1	\$ 44.63	\$ 62.24	\$ 66.95	\$ 93.36	\$ 89.26	\$ 124.48
Security	Security Ofc (Prot Ser)	MPS	\$ 14.70	\$ 21.12	\$ 22.05	\$ 31.68	\$ 29.40	\$ 42.24
Security	Security Supv (Prot Serv)	MPP	\$ 23.49	\$ 28.56	\$ 35.24	\$ 39.84	\$ 46.98	\$ 53.12
Trades	Admin Asst (PMD)	SU4	\$ 27.80	\$ 38.03	\$ 41.70	\$ 57.05	\$ 55.60	\$ 76.06
Trades	Building Systems Engineer(PMD)	SE1	\$ 52.41	\$ 68.56	\$ 78.62	\$ 102.84	\$ 104.82	\$ 137.12
Trades	Chief BldgConstruction&RprDir	SE1	\$ 48.74	\$ 66.06	\$ 73.11	\$ 99.09	\$ 97.48	\$ 132.12
Trades	Electrician##	SE1	\$ 18.51	\$ 24.34	\$ 27.77	\$ 36.51	\$ 37.02	\$ 48.68
Trades	Maint Mech (Plumber) Rp##	SE1	\$ 18.51	\$ 25.31	\$ 27.77	\$ 37.97	\$ 37.02	\$ 50.62
Trades	Mech Equip Repairperson	SU4	\$ 27.54	\$ 40.93	\$ 41.31	\$ 61.40	\$ 55.08	\$ 81.86
Trades	Mech Equip Repairprs (PM)	SU4	\$ 30.53	\$ 44.61	\$ 45.80	\$ 66.92	\$ 61.06	\$ 89.22
Trades	Mech Equip Repairprs Foreprs	SE1	\$ 30.53	\$ 44.61	\$ 45.80	\$ 66.92	\$ 61.06	\$ 89.22
Trades	MechEquipRepairprsForeprs(PMD)	SE1	\$ 33.66	\$ 49.01	\$ 50.49	\$ 73.52	\$ 67.32	\$ 98.02

Job Title	Job Title	Union Code	Estimated Detail Minimum Hrly Rate	Estimated Detail Maximum Hrly Rate
Security	Security Ofc (Prot Ser)Detail	MPP	\$ 33.00	\$ 33.00
Security	Security Supv (Prot Serv) Detail	MPS	\$ 40.92	\$ 40.92

EXHIBIT D

Boston Garden Development Corporation proposes a full winter experience on City Hall Plaza for all three years. The winter experience includes the following major elements:

- Ice Path – Anticipated individual ticket sales of 50,000
 - 11,000 GSF of uniquely configured ice
 - 1,500 GSF rental and warming facility
 - Learn to skate and youth hockey
 - Corporate event options

- Holiday Shopping Market – Anticipated 250,000 attendees
 - 40-50 chalets featuring a variety of retail, food and beverage options with a target of 50% local vendor participation (the number of chalet is expected to increase to approximately 100 in year three)
 - 2-4 additional attractions; possibilities include a pedal-powered tree, Santa house, chocolate experience and wine experience

- Supplemental programming to enhance the daily attendee experience is planned and could include live music, interactive workshops, city resident specials, etc. Additional details regarding significant supplemental programming activities will be provided to Property Management and the Licensing no less than 30 days prior to opening.

	<u>Move In</u>	<u>Event Start</u>	<u>Event End</u>	<u>Move Out</u>
Year One	10/25/16	11/25/16	2/26/17	3/12/17
Year Two	11/6/17	11/24/17	2/25/18	3/11/18
Year Three	11/5/18	11/23/18	2/24/19	3/10/19

*The timeframes and durations listed are approximations. The majority of the Holiday Shopping Market will close on December 31st each year and 3-5 chalets will continue operating to provide F&B options.