



CLUB SEAT LICENSE

Grant of License. Subject to the terms and conditions set forth in this License, Club Patron shall have the privilege and right to use the number of Club Seats on the Club level of Paul Brown Stadium (the "Stadium") in the locations described on the order form and periodic invoices. (Each seat covered by this License is sometimes singularly referred to as a "Seat" and all such seats are sometimes collectively referred to as the "Seats.")

2. Term of License. The term (the "Term") of this License shall commence on the date of the first Cincinnati Bengals, Inc. ("Team") home game played at the Stadium in 2009 (the "Commencement Date") and shall end on the later of January 31, 2011 or the last home game of the 2010 NFL season. For purposes of this License, the first year of the term shall be deemed to start on the Commencement Date and end on the next following January 31.

3. Club Fee. The annual fee (the "Club Fee") for use of the Seats during the term of this License shall be as set forth on the Club Seat Agreement. Club Patron acknowledges that it is required to pay the applicable Club Fee for both of two NFL seasons encompassed by this Agreement. In addition, Club Patron shall be responsible for any applicable sales, use, property or other taxes relating to the Club Fee which may hereinafter be applied. Payments during the Term shall be due in two equal installments on or before the January 31 and March 31 immediately preceding the next upcoming NFL season. (For example, with respect to the 2010 NFL season, the first installment would be due on or before January 31, 2010 and the second installment would be due on or before March 31, 2010.) Any Club Fee or other monetary obligation not paid to Team within ten (10) days of the required due date shall, at Team's option, be subject to interest accruing from the original due date until paid at the rate of 1% per month. Included in the Club Fee is the cost of season tickets for the Seats for all of Team's pre-season and regular season NFL games played at the Stadium during the term of this License. The portion of the Club Fee allocable to the season tickets will be established annually by Team.

4. Purchase of COAs. If not previously purchased by Club Patron, Club Patron shall purchase the charter ownership agreement (the "COA") applicable to each Seat covered by this License, which COAs are offered for sale by Team, and which require a total per Seat payment of \$750.00 by Club Patron to Team, payable in three annual installments of \$250.00 each as specified on the invoice delivered by Team for the Club Fee for such years.

5. Admission to Stadium. Club Patron and Club Patron's invitees shall be entitled to use the Seats and Club Lounge only at times for which appropriate tickets for admission to the Seats have been obtained by Club Patron and the Stadium is intended to be open for use by the general public. Club Patron and Club Patron's invitees shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Stadium have been issued by Team or the other sponsor or promoter of each event including, without limitation, the policy adopted by the issuer of such tickets with respect to the cancellation or postponement of the game or event.

6. Post-Season Games and Other Events. Club Patron shall have the right to purchase tickets for the Seats for each of Team's post-season NFL games (other than Super Bowl games) played at the Stadium during the Term at the prices established by the NFL, provided that payment is received in accordance with the time deadline specified by Team at such time. If Club Patron fails to purchase tickets for the Seats for any post-season NFL game on the terms specified by Team, Team shall have the right to sell such tickets to third parties.

Except as otherwise provided in this section, Team shall use reasonable efforts to allow Club Patron the opportunity to purchase tickets for other games or public events at the Stadium (other than Super Bowl games). Notice to Club Patron of any such opportunity shall be in a manner determined by Team and/or the applicable event sponsor and need not be by individual notice to Club Patron, as it is acknowledged that notice may be by means of publication in local newspapers or other local media.

7. Use of Seats & Club Lounges. a. No food or beverages other than those purchased from Team's designated concessionaire may be brought into or be prepared or consumed in the Stadium or the Seats.

b. Club Patron shall abide by, and shall notify and require its invitees to abide by, such rules and regulations as Team or NFL may establish from time to time concerning the use and occupancy of the Stadium, Seats and/or the Club Lounges.

c. Club Patron and its invitees shall at all times maintain proper decorum while using the Seats and the Club Lounges. Club Patron shall be held responsible for Club Patron's actions as well as those of its invitees, including, but not limited to, actions arising from the consumption of alcoholic beverages. In addition Club Patron shall not take any action which would cause an increase in premiums of any insurance policy of Team or Hamilton County, by causing Team or any other party to fail to meet any requirement or condition of such policy or otherwise. Should Club Patron or any of Club Patron's invitees create a disturbance, engage in disorderly conduct, cause objects to be thrown or dropped from the Seats or any other part of the Stadium, or impair other patrons' enjoyment of the game, Team (in its sole discretion) shall have the right to eject the parties responsible for such action from the confines of the Stadium, and exercise any of Team's default remedies set forth herein, including without limitation, termination of this License and the COAs relating to the Seats. Club Patron and Club Patron's invitees shall comply with all applicable present and future laws, ordinances, orders, rules and regulations.

d. Club Patron and its invitees shall not film, record or transmit from the Seats or any other portion of the Stadium all or any portion of any football game or other event, or any description thereof, by any means (including without limitation radio or television broadcasting, whether broadcast "live" or by means of film or tape).

e. Club Patron and its invitees shall not mar, deface or otherwise damage the Seats or any other part of the Stadium. Club Patron shall pay to Team the costs for any repairs or replacement necessitated by any such damage.

8. Default. In the event Club Patron fails to pay when due any amounts (including without limitation the Club Fee and the fees for the COAs) due by Club Patron or otherwise defaults in the performance or observation of its duties and obligations under this License or any other agreement with Team, Team, at its option, by written notice to Club Patron, may terminate the right of Club Patron to the use of the Seats and all other rights and privileges of Club Patron under this License and the COAs relating to the Seats and declare the entire unpaid balance of the Club Fee for the remainder of the entire Term immediately due and payable, whereupon Team shall have no further obligation of any kind to Club Patron. The foregoing remedies of Team shall not be to the exclusion of any other right or remedy set forth herein or otherwise available to Team. No waiver by Team of any default or breach by Club Patron of its obligations hereunder shall be construed to be a waiver or release of any other subsequent default or breach by Club Patron hereunder, and no failure or delay by Team in the exercise of any remedy provided for herein shall be construed a forfeiture or wavier thereof or of any other right or remedy available to Team.

9. Damage, Destruction, Strikes, Etc. In the event of: (a) any damage to or destruction of the Seats or the Stadium which renders the Seats or the Stadium unusable for any scheduled NFL game, or (b) any strike, labor disturbance or other non-casualty event which results in the cancellation of any scheduled NFL game, then, in either of said events, the Club Fee shall (unless reasonably comparable Club Seats are made available to the Club Patron) be partially abated as hereinafter set forth during the period of time that the Seats are unusable or for which such scheduled games were cancelled, as applicable. Any such abatement of the Club Fee shall be computed annually and shall be equal to the then annual Club Fee multiplied by a fraction, the numerator of which is the number of Team's NFL games for which the Seats were unusable or for which such scheduled games were cancelled, as applicable, and the denominator of which is the total number of Teams' originally scheduled NFL games during the applicable year. Any such abatement shall be offset against the next succeeding installment of the Club Fee payable by Club Patron, or in the event no future installments of the Club Fee are required under the License, then the amount of the abatement shall be paid to Club Patron. If, in the event of any damage or destruction referred to in clause (a) above, Team or the County elects permanently not to repair or restore and reasonably comparable Seats are not made available to Club Patron, this License shall terminate as of the date of such damage or destruction, and the entire amount of the abatement shall be paid to Club Patron. Club Patron shall not be entitled to any abatement or refund of the Club Fee due to the cancellation, for any reason, of any game or event scheduled at the Stadium other than a Team preseason or regular season football game, and Team shall have no liability to Club Patron on account of any cancellation or other deficiency in the conduct of any such other game or event. In the event that Team permanently ceases playing its home games at the Stadium for any reason, then Team may terminate the License by written notice to Club Patron without in any way incurring any liability to Club Patron as a result of such termination, except for the obligations to return any prepaid Club Fee relating to the originally scheduled home games not played at the Stadium (prorated according to the formula described above).

10. Disclaimer of Liability. Neither Team nor Hamilton County shall be liable or responsible for any loss, damage, or injury to any person or to any property of Club Patron or Club Patron's invitees in or upon the Stadium, resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the gross negligence or the willful misconduct of Team or Hamilton County, respectively. In addition, Club Patron shall defend, indemnify and hold Team and Hamilton County harmless from and against any liability, losses, claims, demands, costs and expenses, including attorneys' fees and litigation expenses, arising out of any personal injury or property damage occurring in or upon the Stadium due to any contravention of the provisions of this License or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of Club Patron.

11. Miscellaneous.

a. Assignment by Club Patron; No Sale of Tickets. Club Patron shall not sell, assign, sublease, pledge or otherwise transfer or encumber this License, or any of Club Patron's rights and obligations hereunder, without the prior written consent of Team, provided however, Club Patron may transfer its rights to this License in connection with any permitted transfer of the COAs for the Seats provided that Club Patron has complied with all of the applicable requirements and restrictions relating to the transfer of such COAs. This License and the COAs for the Seats may, in no event, be transferred separately. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall, at Team's option, be null and void and of no effect.

b. Law. The nature of interest granted herein is a license only. The parties intend that no tenancy, leasehold estate, easement or interest other than a license be created hereby. This License shall be construed and enforced in accordance with the laws of the State of Ohio. If any provision of this License is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. These terms and the related COAs contain the entire agreement of the parties with respect to the matters provided for herein, and shall supersede any and all prior agreements, understandings, representations and statements, oral or written.

c. Successors and Assigns. This License, 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, successors and permitted assigns.

d. No Setoffs. Except as otherwise expressly set forth herein, the obligation of Club Patron to pay the annual Club Fee, the price of any tickets, and/or other sums due hereunder or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Team hereunder. Club Patron shall make all such payments due to Team without any deductions, setoff or counterclaims against such payments on account of any breach or default by or claims against Team hereunder or otherwise or on account of any claims against or default by any concessionaire or other Stadium event sponsor.

e. Arbitration. Any dispute or controversy of any nature whatsoever arising out of or in connection with the License or otherwise concerning the relationship between Team and Club Patron, whether arising in contract, tort, or otherwise, shall be submitted to, and decided by arbitration under the rules of, the American Arbitration Association. The venue for any arbitration proceeding shall be a reasonable location within Hamilton County, Ohio. The decision in any arbitration proceeding shall be final and binding upon the parties. The losing party in any such proceeding shall pay the costs thereof, including reasonable attorneys' fees.

12. ACCEPTANCE OF TERMS BY PATRON. THESE TERMS SHALL BE DEEMED CONCLUSIVELY ACCEPTED AND BINDING UPON CLUB PATRON UNLESS CLUB PATRON PROVIDES WRITTEN NOTICE OF ITS REJECTION OF THESE TERMS TO TEAM WITHIN FOURTEEN (14) DAYS AFTER THEIR INITIAL DELIVERY TO CLUB PATRON.