

WAIVER, CONSENT AND AMENDMENT AGREEMENT

This WAIVER, CONSENT and AMENDMENT AGREEMENT (this "Agreement"), dated as February XX, 2016, is entered into by and between BROCKTON 21ST CENTURY CORPORATION, a Section 501 (c) (6) Corporation under the U.S. Internal Revenue Code and governed by Chapter 180 of the General Laws of Massachusetts, with an address of 50 School Street, Brockton, MA 02301 ("Corporation") and ENTERTAINMENT MANAGEMENT COMPLEX LLC, a Massachusetts limited liability company, with an address at 1 Feinberg Way, Brockton, MA 02301 ("Licensee").

WHEREAS, Corporation and Licensee are parties to (i) that certain Stadium License, Management and Operations Agreement, dated as of April 1, 2012 (the Stadium Agreement) and amended November 18, 2013 and (ii) that certain Conference Center License, Operations and Management Agreement, dated April 1, 2012 (the Center Agreement) and amended November 18, 2013;

WHEREAS, Corporation and Licensee acknowledge that Corporation and Licensee have a mutual obligation to maintain the subject properties consistent with the intent of ensuring the safety and well-being of users, participants, attendees, and staff;

WHEREAS, as a result the proposed maintenance plan, each of Corporation and Licensee desire to set forth certain waivers and consents under, and amendments of, the Stadium Agreement and the Center Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not defined herein shall have the meaning set forth in the Stadium Agreement and the Center Agreement.
2. Stadium Agreement Amendments. The Stadium Agreement is hereby amended, and superseded to the extent of such amendments, as follows:

- a) Section 2.01 is deleted in its entirety and replaced with the following:

“Section 2.01. The term of this Stadium Agreement (the “Term”) shall commence on April 1, 2016 (“Commencement Date”) and continue through March 31, 2021 (the “Initial Term”), subject to a renewal option as provided in Section 2.01 herein (the period of such renewal option, the “Renewal Term”). A license year (“License Year”) shall be the period beginning on April 1 of such year and continuing through the following March 31.”

- b) The second paragraph of Section 8.01 is deleted in its entirety and replaced by the following:

“During the Initial Term, a Base Rent per License Year of Thirty-one Thousand Two-hundred-fifty Dollars (\$31,250) payable as follows:

\$12,500 payable on or before July 15

\$12,500 payable on or before August 15

\$6,250 payable on or before September 15

During the Renewal Term, if any, a Base Rent per License Year equal to the sum of (a) the Base Rent for the immediately preceding License Year (the “Prior Year Base Rent”) plus (b) an amount equal to the product of (i) the amount of the Prior Year Base Rent multiplied by (ii) a factor equal to either (x) the annual increase in the United States Consumer Price Index published by the Bureau of Labor Statistics for the calendar year ending December 31 of the immediately preceding License Year (the “CPI Increase”). or (y) two percent (2%) if greater than the CPI Increase, or (z) three percent (3%) if less than the CPI Increase. Base Rent during the renewal term, if any, shall be payable in equal installments on the dates set forth above in respect of the “Initial Term”.

Further, during the Initial Term, a “Stadium Maintenance and Improvements Reserve Account” (Reserve) will be funded through the establishment and deposits made to an account kept in the name of the Licensee at an agreed upon local bank (Eastern Bank). A Base Deposit to Reserve per License Year of Thirty-one Thousand Two-hundred-fifty Dollars (\$31,250) payable as follows:

\$6,250 payable on or before September 15
\$12,500 payable on or before October 15
\$12,500 payable on or before November 15

Further, said account to require an authorized Corporation signature for any funds withdrawn or expended from said Reserve account, and the use of said account funds is restricted to improvements and/or repairs to the Stadium and/or Center.

During the Renewal Term, if any, a Deposit to the Reserve per License Year equal to the sum of (a) the Reserve for the immediately preceding License Year (the "Prior Year Deposit to Reserve") plus (b) an amount equal to ten percent (10%). Deposits to the Reserve during the renewal term, if any, shall be payable in equal installments on the dates set forth above in respect of the "Initial Term".

3. Center Agreement Amendments. The Center Agreement is hereby amended, and superseded to the extent of such amendments, as follows:

(a) Section 3.01 is deleted in its entirety and replaced with the following:

"Section 3.01. The term of this Center Agreement (the "Term") shall commence on April 1, 2016 ("Commencement Date") and continue through March 31, 2021 (the "Initial Term"), subject to a renewal option as provided in Section 3.01 herein (the period of such renewal option, the "Renewal Term"). A license year ("License Year") shall be the period beginning on April 1 of such year and continuing through the following March 31."

(b) The second paragraph of Section 14.01 is deleted in its entirety and replaced by the following:

"During the Initial Term, a Base Rent per License Year of Thirty-one Thousand Two-hundred-fifty Dollars (\$31,250) payable as follows:

\$2,604 payable on or before January 3
\$2,604 payable on or before February 3
\$2,604 payable on or before March 3
\$2,604 payable on or before April 3
\$2,604 payable on or before May 3
\$2,604 payable on or before June 3

- \$2,604 payable on or before July 3
- \$2,604 payable on or before August 3
- \$2,604 payable on or before September 3
- \$2,604 payable on or before October 3
- \$2,604 payable on or before November 3
- \$2,606 payable on or before December 3

During the Renewal Term, if any, a Base Rent per License Year equal to the sum of (a) the Base Rent for the immediately preceding License Year (the "Prior Year Base Rent") plus (b) an amount equal to the product of (i) the amount of the Prior Year Base Rent multiplied by (ii) a factor equal to either (x) the annual increase in the United States Consumer Price Index published by the Bureau of Labor Statistics for the calendar year ending December 31 of the immediately preceding License Year (the "CPI Increase"), or (y) two percent (2%) if greater than the CPI Increase, or (z) three percent (3%) if less than the CPI Increase. Base Rent during the renewal term, if any, shall be payable in equal installments on the dates set forth above in respect of the "Initial Term".

Further, during the Initial Term, a "Center Maintenance and Improvements Reserve Account" (Reserve) will be funded through the establishment and deposits made to an account kept in the name of the Licensee at an agreed upon local bank (Eastern Bank). A Base Reserve Account per License Year of Thirty- one Thousand Two-hundred-fifty Dollars (\$31,250) payable as follows:

- \$2,604 payable on or before January 3
- \$2,604 payable on or before February 3
- \$2,604 payable on or before March 3
- \$2,604 payable on or before April 3
- \$2,604 payable on or before May 3
- \$2,604 payable on or before June 3
- \$2,604 payable on or before July 3
- \$2,604 payable on or before August 3
- \$2,604 payable on or before September 3
- \$2,604 payable on or before October 3
- \$2,604 payable on or before November 3
- \$2,606 payable on or before December 3

Further, said account to require an authorized Corporation signature for any funds withdrawn or expended from said Reserve account, and the use of said account funds is restricted to improvements and/or repairs to the Stadium and/or Center.

During the Renewal Term, if any, a Deposit to the Reserve per License Year equal to the sum of (a) the Deposit to the Reserve for the immediately preceding License Year (the "Prior Year Deposit") plus (b) an amount equal to ten percent (10%). Deposits during the renewal term, if any, shall be payable in equal installments on the dates set forth above in respect of the "Initial Term".

4. Section 15.01 is deleted in its entirety.
5. In all other respects, the STADIUM and CONFERENCE CENTER LICENSE, OPERATIONS AND MANAGEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and the year first above written.

BROCKTON 21ST CENTURY CORPORATION

BY: _____

Name: John Merian

Title: President

WITNESS: _____

DATE: _____

ENTERTAINMENT MANAGEMENT COMPLEX LLC

BY: _____

Name: Chris English

Title: Managing Partner

WITNESS: _____

DATE: _____