

Fill in this information to identify the case:

Debtor 1 Airfasttickets, Inc.

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 15-11951

RECEIVED

APR 01 2016

BMC GROUP

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Brooklyn Events Center, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Brooklyn Nets, LLC; Brooklyn Nets</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? attn: Jeff Gewirtz Name <u>15 MetroTech Center, 11th Floor</u> Number Street <u>Brooklyn</u> <u>NY</u> <u>11201</u> City State ZIP Code Contact phone <u>718-942-9546</u> Contact email <u>jgewirtz@brooklynse.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

AirFastTickets, Inc. POC



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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,875,000.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
services performed pursuant to sponsorship agreement

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/10/2016

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	Jeff B. Gewirtz
	First name Middle name Last name
Title	Executive Vice President of Business Affairs & Chief Legal Officer
Company	Brooklyn Sports & Entertainment
	Identify the corporate servicer as the company if the authorized agent is a servicer.
Address	15 MetroTech Center, 11th Floor
	Number Street
	Brooklyn NY 11201
	City State ZIP Code
Contact phone	718-942-9546
	Email jgewirtz@brooklynse.com



15 MetroTech Center, 11th Floor
Brooklyn, New York 11201

phone 718.933.3000
fax 718.522.3544
brooklynnets.com



Jeffrey B. Gewirtz
Executive Vice President, Business Affairs
Chief Legal Officer

BY UPS DELIVERY AND ELECTRONIC MAIL (nkoklonis@airfasttickets.com)

July 13, 2015

Nikolaos Koklonis
AirFastTickets, Inc.
233 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

– and –

Nikolaos Koklonis
AirFastTickets, Inc.
875 Third Avenue, 3rd Floor
New York, NY 10022

TERMINATION NOTICE

Re: Sponsorship Agreement by and among Brooklyn Events Center, LLC ("Brooklyn Arena"), Brooklyn Nets, LLC ("BKLYN", together with "Brooklyn Arena", the "Brooklyn Parties"), and AirFastTickets, Inc. ("AirFast") dated as of May 5, 2014 (the "Agreement")

Dear Mr. Koklonis:

Reference is made to that certain Agreement (as defined above). On June 12, 2015, the Brooklyn Parties sent an official default notice to AirFast informing AirFast of the following: AirFast is in arrears under the Agreement in the amount of \$1,875,000 (the "Arrears Amount") and, as such, pursuant to **Section 9.1(i)** of the Agreement, AirFast is in default of the Agreement. In accordance with **Section 9.1(i)** of the Agreement, AirFast has been provided with a 30 day opportunity to cure its default, but has failed to do so.

As AirFast remains in default of the Agreement, please be advised that AirFast's rights under the Agreement are hereby terminated pursuant to **Section 9.2** of the Agreement, effective as of the date first set forth above.



July 13, 2015

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The Brooklyn Parties reserve their rights to commence legal proceedings against AirFast to recover the Arrears Amount, statutory interest, and any other amounts available at law.

This letter is not intended and may not be construed as a full and complete statement of the Brooklyn Parties' rights or remedies, none of which are waived and all of which are expressly reserved.

Very truly yours,


Jeffrey B. Gewirtz

cc: AirFastTickets, Inc.
875 Third Avenue, 3rd Floor
New York, NY 10022
Attn: Scott D. Woller, Esq. (*by UPS delivery*)

cc: Charles Mierswa (*by electronic mail*)
Mike Zavodsky (*by electronic mail*)
Kari D. Cohen, Esq. (*by electronic mail*)

SPONSORSHIP AGREEMENT

-by and among-

**BROOKLYN EVENTS CENTER, LLC,
BROOKLYN NETS, LLC d/b/a BROOKLYN NETS**

-and-

AIRFASTTICKETS, INC.

Dated

May 5, 2014

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SPONSORSHIP AGREEMENT

This **SPONSORSHIP AGREEMENT** (this "**Agreement**") is made and entered into as of this 5th day of May, 2014 by and among (i) (a) **BROOKLYN EVENTS CENTER, LLC**, a Delaware limited liability company ("**Brooklyn Arena**"), and (b) **BROOKLYN NETS, LLC d/b/a BROOKLYN NETS**, a New Jersey limited liability company ("**BKLYN**", and together with Brooklyn Arena, the "**Brooklyn Parties**"), and (ii) **AIRFASTTICKETS, INC.**, a Delaware corporation with an address at 815 Third Ave, 3rd floor, NY, NY 10022 ("**Sponsor**"). Sponsor and the Brooklyn Parties are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, **BKLYN** owns the Brooklyn Nets basketball team (the "**NETS**"), a member of the National Basketball Association ("**NBA**");

WHEREAS, Brooklyn Arena operates and controls a first-class sports and entertainment arena on a site situated at the intersection of Atlantic Avenue and Flatbush Avenue in Brooklyn, New York (the "**Arena**"), which, for the purposes of this Agreement, shall be deemed the area of the Arena within the ticket turnstiles;

WHEREAS, **NETS** home games are played in the Arena, pursuant to the terms of an agreement by and between the Brooklyn Parties, as may be amended from time to time, and Brooklyn Arena hosts other major spectator and participant events in the Arena (such **NETS** games and other events at the Arena collectively referred to herein as the "**Arena Events**"); and

WHEREAS, the Parties desire that Sponsor, in consideration of fees, and other good and valuable consideration described herein, be entitled to certain sponsorship, promotional, media, and other rights and entitlements in association with the Arena, and the **NETS** (each, an "**Entitlement**," collectively, the "**Entitlements**"), all as more fully set forth herein. For the avoidance of any doubt, the Entitlements shall not be applicable in connection with the New York Islanders, or during New York Islanders home games at the Arena; provided, however, that the Centerhung Scoreboard Static Branding Entitlement (see SCHEDULE 3.2) shall remain on display during New York Islanders home games at the Arena.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

TERM

Section 1.1 **Term**. The term of this Agreement (the "**Term**") shall commence upon full execution (the "**Commencement Date**") and, unless earlier terminated in accordance with its terms, shall expire on

In the event Sponsor does 1

For purposes of this Agreement

ARTICLE II

FEES AND MARKETING

Section 2.1 Rights Fees. Sponsor shall pay to the applicable Brooklyn Party, in United States Dollars, the following non-refundable fees (collectively, the "Fees");

(i) The Brooklyn Team Entitlement Fees (which shall be payable to BKLYN) are due and payable as follows:

- Applicable to \$2,111,600:
- Applicable to \$2,346,222:
- Applicable to \$2,502,637:

(ii) The Arena Entitlement Fees (which shall be payable to Brooklyn Arena) are due and payable as follows:

- Applicable to \$588,400

Section 2.2. Marketing. Sponsor agrees to periodically throughout the Term provide the Brooklyn Parties with access to its New York DMA customer database, subject to applicable Law.

ARTICLE III

ENTITLEMENTS

Section 3.1 Brooklyn Team Entitlements. Commencing with the 2014-15 NETS season and through the remainder of the Term, unless otherwise provided herein, BKLYN shall provide to Sponsor, and Sponsor shall be entitled to the Entitlements set forth on SCHEDULE 3.1 (the "Brooklyn Team Entitlements").

For the NETS participation in the NBA playoffs during the Term (commencing with the 2015 NBA playoffs) applicable to this Section 3.1, subject to NBA Rules and Regulations, the Brooklyn Team Entitlements will automatically be extended to Sponsor; provided, however, that in addition to the Fees, Sponsor will be charged market rate (i.e., regular season rates for all applicable Entitlements other than tickets, which shall be at playoff rates), on a per playoff game pro rata basis, for the Brooklyn Team Entitlements it receives in each such playoff game. BKLYN will invoice Sponsor for the Brooklyn Team Entitlements conveyed during each NBA playoffs during the Term applicable to this Section 3.1 after completion of the NETS' participation in each such round of the NBA playoffs.

Section 3.2 Arena Entitlements. During the Term, Brooklyn Arena shall provide to Sponsor, and Sponsor shall be entitled to the Entitlements set forth on SCHEDULE 3.2 (collectively, the "Arena Entitlements").

Sponsor shall pay all costs of fabrication, construction, installation, and operation (beyond day-to-day and routine, general maintenance) of all signage set forth in SCHEDULE 3.1 and SCHEDULE 3.2, and of all associated collateral in the Arena that bear any Sponsor Mark. The Parties acknowledge and agree that all signage, displays, and other items that are intended to be displayed in or on the Arena, are subject to compliance with all Laws and approvals. The Brooklyn Parties shall not cause signage or displays with Sponsor Mark to be removed or obstructed, except as provided in this Agreement, and the Brooklyn Parties shall be responsible the costs or replacing or repairing any signage or displays on which Sponsor's Mark has been removed, destroyed, defaced, or otherwise tampered with.

Section 3.3 Substitute Entitlements. If at any time during the Term any of the Entitlements (including any portion thereof) or other benefits becomes unavailable for any reason, whether foreseen or unforeseen, then Sponsor shall be granted in lieu of such unavailable Entitlements (i) substitute Arena Entitlements by Brooklyn Arena, and/or (ii) substitute NETS Entitlements by BKLYN, as applicable, of an equal or comparable value and that are reasonably agreed to by Sponsor ("Substitute Entitlements"). If the Brooklyn Parties are unable to provide Substitute Entitlements of equal or comparable value, or if the Parties are unable to agree upon Substitute Entitlements, then the Parties shall attempt in good faith to agree upon additional mutually acceptable promotional and advertising benefits to be provided to Sponsor in lieu of such unavailable Entitlements. Alternatively, the Parties may agree to extend some or all of the use of available Entitlements for additional periods to provide Sponsor promotional and advertising benefits substantially equivalent to those that became unavailable.

Solely with respect to the first and the second Entitlements set forth on Schedule 3.1 (i.e., "Backboard Signage" and "Apron Signage"), if after good faith negotiations, the Parties are unable to agree on Substitute Entitlements or the extension of the use of other available Entitlements, Sponsor shall be entitled to a refund for any portion of Fees representing the value of the unavailable Backboard Signage and/or Apron Signage Entitlement, respectively.

ARTICLE IV

EXCLUSIVITY

Section 4.1 Category Exclusivity. During the Term, and for so long as Sponsor is not in default of this Agreement, subject to Section 4.2 below, neither Brooklyn Arena nor BKLYN shall display (or cause or authorize the display of) signage or other advertisements in the Arena, nor engage in sponsorship activities in the Arena for or concerning services in the Exclusive Category (as defined below) other than services in the Exclusive Category of or concerning Sponsor. In connection therewith, Sponsor acknowledges that the Entitlements granted hereby shall relate only to Sponsor's services within the Exclusive Category and that Sponsor shall have no rights to Entitlements outside the Exclusive Category.

The "Exclusive Category" shall mean online booking travel agencies that offer, at minimum, online booking services for the following: air travel, ground transportation, and lodging; provided, however, for the avoidance of doubt, the Exclusive Category shall not preclude either Brooklyn Party (or both) from entering into a sponsorship alliance with car rental companies, cruise lines, hotels and resorts, airlines, etc.

For the avoidance of any doubt, in connection with Sponsor's activation under this Agreement, Sponsor shall not be permitted to depict or otherwise promote any brand in the following sectors: airline, hotel, cruise line, car rental, etc. in connection with Sponsor's exercise of any of its rights or Entitlements under this Agreement.

Section 4.2 Exclusivity Exceptions. Without limitation to Section 14.15(i), Sponsor agrees that the exclusivity described in Section 4.1 is limited as follows:

(i) Sponsor acknowledges that its exclusivity does not apply to, and neither Brooklyn Arena nor BKLYN shall be precluded from, temporary display of advertising or sponsorship activities concerning products in the Exclusive Category (other than those of Sponsor) (a) if required by the promoter (e.g., a concert promoter), organizer (e.g., Brooklyn Arena), performer, governing body (e.g., NCAA) or sponsor of a non-public event, private event sponsored by a competitor, or a public event, and/or (b) for TV-visible signage during NETS games at the Arena in accordance with NBA Rules and Regulations. Sponsor acknowledges that the conditions set forth in the immediately preceding sentence (or the rules of the entity staging an Arena Event) may result in the removal or obstruction of Sponsor's signage or other advertisements during the pendency of any such Arena Event.

(ii) Sponsor acknowledges that its exclusivity does not apply to, and Brooklyn Arena shall not be precluded from, contracting for events in the Arena which are title-sponsored by a third party and which is part of a national or regional tour, even if such third party sponsors or its products or services are within the Exclusive Category. Sponsor agrees and understands that promoters or organizers of such events may require display of signage or other advertisements other than those of Sponsor which are within the Exclusive Category, and/or removal or other obstruction of Sponsor's signage or other advertisements during the pendency of any such Arena Events.

(iii) Without limiting the foregoing in this Section 4.2, Sponsor acknowledges that sports teams other than the NETS may utilize the Arena as their primary "home" venue for their events. Such users shall include, by way of example and without limitation, a professional football, hockey, lacrosse, or soccer team, or a college basketball team. Sponsor further acknowledges that such sports teams may possess "temporary" advertising rights in the Arena, for display of advertisements during and in conjunction with such teams' events. Such temporary advertising may include advertisements of competitors of Sponsor in the Exclusive Category. In such case, Sponsor's exclusivity shall not apply.

(iv) Sponsor acknowledges its exclusivity does not apply to, and Brooklyn Arena and BKLYN shall not be precluded from, selling advertising within the Exclusive Category outside of the Arena premises, so long as such advertising does not exhibit or make mention of any of the Brooklyn Party Marks. For illustrative purposes only and without specific limitation, the Brooklyn Parties may sell (or authorize third parties to sell) radio advertising to third parties in the Exclusive Category on radio broadcasts of NETS games, so long as such advertising does not exhibit or make mention of any of the Brooklyn Party Marks.

ARTICLE V TRADEMARKS

Section 5.1 Trademarks.

(i) License to Use Sponsor's Trademarks. Sponsor hereby grants to the Brooklyn Parties a license (or sublicense, as the case may be) to use the tradenames, trademarks, service marks and logos (collectively, "Sponsor Marks") of Sponsor on a royalty-free basis, for

the sole purpose of satisfying the respective obligations herein of the Brooklyn Parties. Sponsor hereby agrees to indemnify, defend and hold each of the Brooklyn Parties, including their respective members, managers, officers, employees and agents, from any and all losses, damages, claims, actions, liabilities, costs and expenses (including reasonable attorneys fees) arising from any third party claim alleging that the Sponsor Marks infringe upon the intellectual property rights of such third party.

(ii) BKLYN Trademarks.

(a) During the Term, Sponsor will have the limited right and non-exclusive, non-assignable license (not subject to sublicense) to utilize the tradenames, trademarks, service marks and logos of BKLYN (collectively, the "BKLYN Marks") in conjunction with Sponsor's advertising, marketing, and promotional endeavors under this Agreement. Use of the BKLYN Marks associated with these activities shall be limited to the NETS local geographic territory¹ as defined under NBA Rules and Regulations and shall be subject to prior written approval by BKLYN and the NBA (with such approval to be administered by BKLYN), including all artwork using the BKLYN Marks, which approval by BKLYN shall not be unreasonably withheld, conditioned or delayed.

(b) During the Term, Sponsor will have the limited right and non-exclusive sublicense to utilize the tradenames, trademarks, service marks and logos of Brooklyn Arena (collectively, the "Brooklyn Arena Marks"; the BKLYN Marks, the Brooklyn Arena Marks are sometimes collectively referred to as the "Brooklyn Party Marks") in conjunction with Sponsor's advertising, marketing, and promotional endeavors under this Agreement. Use of the Brooklyn Arena Marks associated with these activities shall be subject to prior written approval (email shall suffice) by Brooklyn Arena and Barclays Services Corporation (with such approval to be administered by Brooklyn Arena, not to be unreasonably withheld or delayed), including all artwork using the Brooklyn Arena Marks.

(c) Sponsor will include the Brooklyn Party Marks, as applicable, in at least 25% of the advertising it places in the New York DMA within the following formats: print advertising, television advertising, and radio advertising. Specific creative shall be subject to the Brooklyn Parties' approval. In addition, Sponsor agrees to include promotions of upcoming Arena Events and Arena/NETS ticket opportunities in correspondences with those customers of Sponsor that book a trip to New York.

(d) The Brooklyn Parties agree to indemnify, defend and hold Sponsor, including its respective members, managers, officers, employees and agents, from any and all losses, damages, claims, actions, liabilities, costs and expenses (including reasonable attorneys fees) arising from any third party claim alleging that the Brooklyn Party Marks infringe

¹ As of the Commencement Date, a NBA team's local geographic territory is defined under NBA Rules and Regulations as the territory incorporated within an area of 75 air miles of the corporate limits of the city of operation of each NBA team, except that when the line circumscribing the territory of a team intersects with the line circumscribing the territory of another team, the respective territory shall be evenly divided by a line between the two (2) points of intersection.

upon the intellectual property rights of such third party.

ARTICLE VI

[intentionally omitted]

ARTICLE VII

FORCE MAJEURE; EMINENT DOMAIN

Section 7.1 Effect of Force Majeure. If a Party is unable to perform its obligations under this Agreement due to a Force Majeure event (as such term is defined in Section 12.1), upon notice to the other Parties, such Party's obligations (other than a payment obligation herein) shall be abated for the duration of the Force Majeure event. If a Force Majeure event prevents Sponsor from receiving the benefit of the Entitlements for which it has already paid Fees, the portion of such prepaid Fees equaling the value of such lost Entitlements shall either be (a) refunded to Sponsor, or (b) applied as a credit toward any future payment of Fees owed by Sponsor under this Agreement. Further, if such Force Majeure event continues for a period of at least one hundred and eighty (180) days, any Party may terminate this Agreement upon written notice and without penalty to the other Parties, and the portion of any prepaid Fees by Sponsor for Entitlements that have not been provided shall be returned by the Brooklyn Parties upon any such termination.

Section 7.2 Total Condemnation of Arena. If the Arena, substantially all of the Arena, or the right of either of the Brooklyn Parties to occupancy or possession of the Arena, shall be taken by eminent domain or condemnation by any Governmental Authority for any public or private use or purpose, the Term shall terminate upon the earlier of (i) the date when the possession of the portion of the Arena or right so taken shall be required for such use or purpose or (ii) the effective date of the taking. In such event, the Fees paid or due shall be apportioned as of the date of such taking or condemnation.

Section 7.3 Partial Condemnation of Arena. If less than all or substantially all of the Arena shall be taken or condemned by any Governmental Authority for any public or private use or purpose, and Brooklyn Arena determines, in its sole discretion, within a reasonable period of time after such taking or condemnation, that the remaining portion of the Arena cannot economically and feasibly be used to host Arena Events, including by the NETS for playing NBA basketball games, or if Sponsor determines that the partial taking or condemnation ultimately results in a frustration of purpose hereunder, then this Agreement may be terminated by Brooklyn Arena or Sponsor, by written notice, and the Fees paid or due for the period during which the taking occurs shall be apportioned as of the date of such taking or condemnation.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties of the Brooklyn Parties. Each of the Brooklyn Parties, severally and not jointly, represents and warrants to Sponsor as follows:

(i) Organization; Power and Authority. Brooklyn Arena is a Delaware limited liability company and BKLYN is a New Jersey limited liability company, and each is duly formed and validly existing in good standing under the laws of its state of organization and has full power and authority to carry on its operations now being conducted and to consummate the transactions contemplated by this Agreement.

(ii) Due Execution; Binding Agreement. The execution, delivery and performance of this Agreement by such Brooklyn Party has been duly and validly approved by all necessary action of such Brooklyn Party and its members. This Agreement has been duly executed and delivered by such Brooklyn Party and constitutes the valid and binding agreement of each such Brooklyn Party enforceable in accordance with its terms, except as the same may be limited by bankruptcy or other laws relating to the enforcement of creditors' rights and the application of general principles of equity.

(iii) No Consents or Conflicts. The execution, delivery and performance by such Brooklyn Party of this Agreement and the consummation by such Brooklyn Party of the transactions contemplated hereby: (a) require no consent, waiver, agreement or approval of any Person that has not been obtained, except for approval by NBA Properties, Inc. ("NBAP"), which approval shall be obtained as a condition precedent to this Agreement, and (b) do not and will not (1) contravene or conflict with or constitute a violation of any provision of the certificate of formation or operating agreement of such Brooklyn Party, (2) contravene or conflict with or constitute a violation of any provision of any Law binding upon or applicable to such Brooklyn Party, or (3) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which such Brooklyn Party is a party or any of its respective properties or assets may be bound, which conflict would prevent such Brooklyn Party's ability to perform its obligations hereunder.

Section 8.2 Covenants, Representations and Warranties of Sponsor. Sponsor represents and warrants to the Brooklyn Parties as follows:

(i) Power and Authority. Sponsor is a corporation duly organized and validly existing in good standing under the laws of Delaware and it has full power and authority to carry on its operations now being conducted and to consummate the transactions contemplated by this Agreement.

(ii) Due Execution; Binding Agreement. The execution, delivery and performance of this Agreement by Sponsor has been duly and validly approved by all necessary action of Sponsor. This Agreement has been duly executed and delivered by Sponsor and

constitutes the valid and binding agreement of Sponsor enforceable in accordance with its terms, except as the same may be limited by bankruptcy or other Laws relating to the enforcement of creditors' rights and the application of general principles of equity.

(iii) No Consents or Conflicts. The execution, delivery and performance by Sponsor of this Agreement and the consummation by Sponsor of the transactions contemplated hereby: (a) require no consent, waiver, agreement or approval of any Person except as set forth herein, and (b) do not and will not (1) contravene or conflict with or constitute a violation of any governing documents of Sponsor or (2) contravene or conflict with or constitute a violation of any provision of any Law binding upon or applicable to Sponsor, or (3) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default under any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Sponsor is a party or any of its respective properties or assets may be bound which conflict would prevent Sponsor's ability to perform its obligations hereunder.

(iv) _____

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1 Default by Sponsor. The occurrence of one or more of the following matters shall constitute a default by Sponsor (a "Sponsor Default"):

(i) Sponsor's failure to pay any portion of the Fees when due, within thirty (30) days after notice by either of the Brooklyn Parties specifying the failure and demanding that it be corrected.

(ii) Sponsor's failure to pay any other amounts when due to a Brooklyn Party herein, within thirty (30) days after notice by either of the Brooklyn Parties specifying the failure and demanding that it be corrected.

(iii) Sponsor's failure to perform or comply with any other material term or condition of this Agreement and such non-performance shall continue for a period of ninety (90) days after notice by either of the Brooklyn Parties to Sponsor specifying the failure and demanding that it be corrected; provided, however, if Sponsor has taken reasonable steps to cure such failure within such ninety (90) days, but the failure is of a type or character which is not reasonably susceptible of cure within such ninety (90) days, but would be capable of cure by Sponsor using reasonable efforts, Sponsor shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional ninety (90) days.

Section 9.2 Rights and Remedies of the Brooklyn Parties. Upon the occurrence of a Sponsor Default, the Brooklyn Parties shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein, (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including obtaining an injunction or order of specific performance, (iv) withhold a granting of an Entitlement relative in proportion to the Sponsor Default, and (v) terminate this Agreement.

Section 9.3 Default by the Brooklyn Parties. The occurrence of one or more of the following matters shall constitute a default by the applicable Brooklyn Party (a "Brooklyn Party Default"):

(i) Either of the Brooklyn Parties' failure to pay any amounts when due to Sponsor hereunder within thirty (30) days after notice by Sponsor specifying the failure and demanding that it be corrected.

(ii) Either of the Brooklyn Parties' failure to perform or comply with any other material term or condition of this Agreement and such non-performance shall continue for a period of ninety (90) days after notice by Sponsor to the Brooklyn Parties specifying the failure and demanding that it be corrected; provided, however, if the Brooklyn Parties have taken reasonable steps to cure such failure within such ninety (90) days, but the failure is of a type or character which is not reasonably susceptible of cure within such ninety (90) days, but would be capable of cure by the Brooklyn Parties using reasonable efforts, the Brooklyn Parties shall have such additional time as may be necessary in order to effect such cure, but not to exceed an additional ninety (90) days.

Section 9.4 Rights and Remedies of Sponsor. Upon the occurrence of a Brooklyn Party Default, Sponsor shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein, (ii) recover all damages provided by law or in equity, including, but not limited to, recovery of the share of prepaid Fees equaling the value of Entitlements lost by Sponsor due to a Brooklyn Party Default; and (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, except for remedies expressly provided herein to be sole and exclusive remedies.

Section 9.5 Limitation of Damages. Notwithstanding anything to the contrary contained herein, in no event shall a Party be liable to the other Party for any consequential or indirect damages which the other Party may suffer, nor any punitive, special exemplary or similar damages, including but not limited to any such damages for loss of use, loss of business, loss of profit, even if advised of the possibility of such damages or if such damage could have been reasonably foreseen.

ARTICLE X

INSURANCE

Section 10.1 Insurance. Throughout the Term, Sponsor shall carry and maintain the following insurance coverages and coverage amounts:

(i) Commercial General Liability Insurance in an amount of not less than \$5,000,000 per occurrence and in the aggregate, covering bodily injury (including death), personal injury, defamation, property damage including loss of use, contractual liability, and products/completed operations.

(ii) Umbrella Liability Insurance in excess of the coverages in subsection (i) above in an amount of not less than \$10,000,000, with any aggregate to apply in the same manner as the underlying insurance.

(iii) Media Liability Errors and Omission Insurance in an amount not less than \$5,000,000 combined single limit.

All such insurance shall be obtained from financially sound carriers which possess an A (Excellent) rating or better and a minimum Class X financial size category as listed at the time of issuance by A.M. Best Insurance Reports ("Best's Reports"), with the aforesaid rating classifications to be adjusted if and to the extent the Best's Reports adjusts its ratings categories and may be maintained through blanket policies. Sponsor shall name the Brooklyn Parties as additional insureds. The insurance policies shall provide that coverage may not be cancelled without the insurer giving at least thirty (30) days prior notice to the Brooklyn Parties. The Sponsor shall not cancel any required insurance policy or waive or amend any material provision of the same without the prior written consent of the Brooklyn Parties, which consent shall not be unreasonably withheld. Upon the reasonable request of the Brooklyn Parties, the Sponsor shall deliver to the Brooklyn Parties a certificate of insurance or other appropriate evidence of maintenance of its respective insurance coverage required under this Agreement including copies of insurance policies.

ARTICLE XI

GOVERNING LAW

Section 11.1 Governing Law. This Agreement and all other documents to be entered into in connection with the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the substantive Laws of the State of New York without regard to its principles of conflicts of law.

Section 11.2 Consent to Jurisdiction. The Parties consent and submit to the exclusive jurisdiction of the United States District Court for the Eastern District of New York or the Supreme Court for the State of New York, Kings County, in connection with the enforcement of this Agreement and all other documents to be entered into in connection with the transactions contemplated hereby.

Section 11.3 WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY ON, OR IN RESPECT OF, ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH

THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF PARTIES HEREUNDER, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

ARTICLE XII

CERTAIN DEFINED TERMS

Section 12.1 Certain Defined Terms. The capitalized terms contained and used and not previously defined in this Agreement have the respective meanings ascribed to them as follows:

"Business Day" shall mean a day other than a Saturday or Sunday or any other day on which banks are not required or authorized to close in New York City.

"Force Majeure" means, with respect to any Party, an event or condition that is caused by facts and circumstances that are beyond the reasonable control of such Party, including, without limitation, the enactment, imposition or modification of any Law, which occurs after the date of this Agreement and which prohibits or materially impedes the performance of the obligations of the Parties hereunder, confiscation or seizure by any Governmental Authority, condemnations by any Governmental Authority, litigation, wars or war-like action (whether actual and pending or expected, and whether de jure or de facto), arrests or other restraints of government (civil or military), blockades, insurrections, civil disturbances, epidemics, landslides, lightning, earthquakes, hurricanes, storms, wash-outs, explosions, nuclear reaction or radiation, radioactive contamination, acts or the failure to act of any Governmental Authority, acts of God, fire, explosion, national emergency, flood, drought, war, acts of terrorism, riot, sabotage, embargo, lockouts, strikes or other labor trouble, failure of utility providers, interruption of or delay in transportation, a national health emergency, compliance with any order or regulation of any Governmental Authority, or any event otherwise outside the reasonable control of such Party.

"Governmental Authority" means any federal, state, local or foreign government, legislature, governmental or administrative agency or commission, any self-regulatory association or authority, any court or other tribunal of competent jurisdiction, or any other municipality, governmental authority or instrumentality or quasi-governmental entity or authority having jurisdiction or other authority over the Arena and/or the Parties hereto.

"Law" means any federal, state, local or foreign constitution, treaty, law, statute, ordinance, rule, code, regulation, interpretation, directive, policy, order, writ, decree, injunction, judgment, stay or restraining order, provisions and conditions of permits, licenses, registrations and other operating authorizations, and any judgment, opinion, ruling or decision of, agreement with or by, or any other requirement of, any Governmental Authority, currently in effect or which may hereinafter, be enacted as existing or amended, and any rules or regulations promulgated thereunder; which may affect the respective rights and obligations of the Parties hereunder.

"Person" means a human being, labor organization, partnership, firm, enterprise, association, joint venture, corporation, limited liability company, cooperative, legal representative, foundation, society, political party, estate, trust, trustee, trustee in bankruptcy, receiver or any other organization or entity whatsoever, including any Governmental Authority.

ARTICLE XIII

CONFIDENTIALITY

Section 13.1 **Confidentiality.** Subject to Section 14.4, the Parties agree that the terms of and transactions contemplated by this Agreement, and all negotiations or discussions between the Parties relating thereto, are confidential and accordingly that they will remain bound not to disclose this Agreement, its contents or any confidential information communicated or shared in any such negotiations or discussions (in each case before, on or after the date of this Agreement), related to this Agreement and the transactions contemplated hereby (and including in all events the substantive terms hereof) to any third party.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 **Entire Agreement.** This Agreement, together with the Schedules and Exhibits attached hereto contains the entire agreement among the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements or understandings, whether written or oral, between or among any of the Parties with respect to the subject matter hereof. Ambiguities shall not be construed against the drafter of this Agreement.

Section 14.2 **Binding Effect; Successors.** Each Party binds itself and its successors and authorized assigns to the other and to the successors and authorized assigns of the other Party with respect to all covenants and other terms of this Agreement.

Section 14.3 **Third Party Beneficiaries.** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any Party and no third party shall be deemed a third party beneficiary of this Agreement or any provision hereof.

Section

Section 14.5 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Law. If, however, any provision of this Agreement, or portion thereof, is prohibited by Law or found invalid under any Law, such provision or portion thereof, only shall be ineffective without in any manner

invalidating or affecting the remaining provisions of this Agreement or the valid portion of such provision, which provisions are deemed severable.

Section 14.6 Cumulative Rights. Except as expressly provided herein, the Parties' respective rights and remedies under the various provisions of this Agreement shall be construed as cumulative, and no one of them is exclusive of the other or exclusive of any rights or remedies allowed by law or equity, including but not limited to rights of specific performance or other injunctive relief, which the Parties acknowledge, due to the unique nature of the obligations imposed hereby, the Parties shall be entitled to hereunder.

Section 14.7 Assignment by the Brooklyn Parties. Neither of the Brooklyn Parties shall sell, transfer, assign, sublet, mortgage, pledge or grant a security interest in (collectively, "Assign") its interest in this Agreement or any of its rights under this Agreement without the prior written consent of Sponsor, except as follows:

(i) BKLYN may Assign its interest in this Agreement to any Person in connection with a sale or transfer of BKLYN in a transaction approved by the NBA, or to a BKLYN affiliate. In connection with any such assignment (each an "Assignment"), BKLYN shall require the assignee to be bound by the terms and provisions hereof and assume all of the obligations of BKLYN hereunder from and after the date of such Assignment. In the event of such Assignment, BKLYN shall be relieved of any further obligations under this Agreement.

(ii) Brooklyn Arena may Assign its interest in this Agreement to any Person in connection with a sale or transfer of operating rights of the Arena, or to a Brooklyn Arena affiliate. In connection with any Assignment, Brooklyn Arena shall require the assignee to be bound by all the terms and provisions hereof and assume all of the obligations of Brooklyn Arena hereunder from and after the date of such Assignment. In the event of such Assignment, Brooklyn Arena shall be relieved of any further obligations under this Agreement.

(iii) Any of the Brooklyn Parties may sublicense or Assign any of its intellectual property rights arising under this Agreement for purposes of facilitating the use and/or exploitation thereof for the benefit of the assigning party as contemplated hereunder, provided that no such sub-license or Assignment shall relieve such Brooklyn Party of any of its obligations to Sponsor hereunder.

(iv) Each Brooklyn Party may, upon the prior written consent of Sponsor, have the right to Assign this Agreement and its right to receive payments from Sponsor hereunder to any bank, lending or financing institution or any other lender, to secure any indebtedness of the Brooklyn Parties. If either Brooklyn Party notifies Sponsor of any such Assignment to any bank, lending or financing institution or other lender, then Sponsor shall, if and when requested by any such bank, lending or financing institution or other lender in writing, pay all amounts payable by Sponsor hereunder to such Brooklyn Party directly to such bank, lending or financing institution or other lender, as the case may be. In connection therewith, Sponsor agrees to provide such further assurances and additional documentation as is reasonably requested by any such bank, lending or financing institution or any other lender.

Section 14.8 Assignments by Sponsor. Sponsor shall not Assign its interest in this Agreement or any of its rights under this Agreement without the prior written consent of the Brooklyn Parties in its sole discretion. Notwithstanding the foregoing, Sponsor may Assign all or any portion of its interest in this Agreement to any successor in interest in connection with a merger, corporate restructuring, reorganization or consolidation, resulting in a change of control of Sponsor or its ultimate parent, provided that the assignee assumes in writing for the benefit of the Brooklyn Parties all obligations in respect thereof to the Brooklyn Parties under this Agreement; and provided that such assignee has a consolidated *bona fide* net worth, net of goodwill, at least comparable to that of Sponsor at the time of such Assignment. In the event of such Assignment, Sponsor shall be relieved of any further obligations under this Agreement. Except as provided in this Section 14.8, no Assignment of this Agreement or of the rights of Sponsor under this Agreement shall relieve Sponsor of any of its obligations to the Brooklyn Parties under this Agreement.

Section 14.9 Prevailing Party Fees. In the event that any litigation arises out of this Agreement between the Parties hereto, the non-prevailing Party shall pay the prevailing Parties reasonable attorneys' fees and expenses incurred in connection with such litigation.

Section 14.10 Descriptive Headings; References. The table of contents and the descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. A reference in this Agreement to an Article, Section, or SCHEDULE is to the referenced Article, Section, or SCHEDULE of this Agreement. Each SCHEDULE annexed hereto shall be incorporated herein by reference.

Section 14.11 Notices. All notices, demands, certificates or other communications under this Agreement shall be in writing (except where otherwise expressly provided) and shall be deemed delivered: (i) when actually received if personally delivered by hand or by reputable courier service, or (ii) three (3) Business Days after deposit in the U.S. Mail postage prepaid, certified mail return receipt requested, and in each case properly addressed as follows:

If to Sponsor:

Sponsor, Airfasttickets, Inc.
875 Third Avenue, 3rd floor
New York, NY 10022
Attn: Chief Executive Officer

With a copy to:

Airfasttickets, Inc.
875 Third Avenue, 3rd floor
New York, NY 10022
Attn: Scott D. Woller, Esq.

If to Brooklyn Arena, BKLYN

Brooklyn Nets
15 MetroTech Center, 11th Fl.
Brooklyn, New York 11201
Attn.: Chief Executive Officer

and

Forest City Ratner Companies, LLC
One MetroTech Center
Brooklyn, NY 11201
Attn.: David Berliner, Esq.

With a copy to:

Brooklyn Nets
15 MetroTech Center, 11th Fl.
Brooklyn, New York 11201
Attn.: Jeffrey B. Gewirtz, Esq.

Any Party, by notice to the others, may change its address for purposes of notices under this Agreement on not less than ten (10) days prior written notice.

Section 14.12 Counterparts. This Agreement (and each amendment, modification and waiver in respect of it) may be executed in counterparts, all of which shall be considered one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in "portable document format" ("pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 14.13 Amendments and Waivers. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered by the Parties hereto. Except as expressly provided in this Agreement, no waiver of any provision of, or consent or approval required by, this Agreement, nor any consent to or approval of any departure here from, shall be effective unless it is in writing and signed by the Party against whom enforcement of any such waiver, consent or approval is sought. Such waiver, consent or approval shall be effective only in the specific instance and for the purpose for which given. Neither the failure of any Party to enforce, nor the delay of any Party in enforcing, any condition, provision or part of this Agreement at any time shall be construed as a waiver of that condition, provision or part or forfeit any rights to future enforcement thereof. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party hereto, shall be deemed to constitute a waiver by the Party taking action of compliance by any other Party with any representation, warranty, covenant or agreement contained herein.

Section 14.14 Separateness of the Brooklyn Parties. Notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge and agree that the rights and obligations of each of the Brooklyn Parties under this Agreement are separate and not joint and that neither Brooklyn Party shall have any liabilities or obligations for the actions, omissions or breaches of the other Brooklyn Party. Any default by either Brooklyn Party in the performance

of its obligations under this Agreement shall not constitute a default in respect of the obligations of the other Brooklyn Party under this Agreement, and neither Brooklyn Party shall be directly liable for the performance of the other Brooklyn Party's obligations hereunder.

Section 14.15 NBA Rules and Regulations; Other Rules and Laws. This Agreement and all of Sponsor's rights herein are subject to (a) all of the rules, regulations and agreements of the NBA and its affiliated entities, as they presently exist or as they may, from time to time, be entered into, created, or amended, including, without limitation, any NBA new media or Internet related rules, regulations or agreements (the "NBA Rules and Regulations"), (b) if and to the extent applicable, the rules and regulations of the NCAA, U.S. Olympic Committee or International Olympic Committee and all other similar sanctioning bodies and governing authorities, as the same may be amended or adopted from time to time, and (c) all Laws, as any of the above currently exist or as they may be amended or modified from time to time hereafter, including without limitation, any other quasi-governmental entities established to perform such functions.

Sponsor hereby acknowledges and agrees that the Brooklyn Parties, the NBA and NBAP and each of their respective subsidiaries and affiliated entities shall have the perpetual, worldwide right to exhibit, reproduce, and license to third parties, without any additional approval required from Sponsor or any other person or entity, footage, photographs, video and audio or other depictions or renderings of NBA or NETS-related games, events or other activities (e.g., practice clips, interviews, etc.) (collectively, "NETS Imagery") in any media or form during the Term and thereafter, including, without limitation, NETS Imagery that depicts Sponsor Marks depicted on any signage or materials referenced in this Agreement (e.g., in game rebroadcasts and highlights).

Section 14.16 Interest. If any amount payable by a Party hereunder is not paid on the due date, such unpaid amount shall bear interest from the due date until paid at on the amount of the payment past due (or, if less, the maximum rate then permitted by Law), calculated on a simple interest basis for the actual number of days past due.

Section 14.17 Means of Payment. Each payment hereunder shall be made by wire transfer of immediately available United States' funds to such account as each of the Brooklyn Parties may specify from time to time, or such other means as may be mutually agreed to by the relevant Parties.

Section 14.18 Exculpation. Sponsor shall look only to a Brooklyn Party or its property for the satisfaction of Sponsor's remedies or for the collection of a judgment (or other judicial process) requiring the payment of money by such Brooklyn Party in the event of any default by such Brooklyn Party hereunder, and no property or assets of such Brooklyn Party's partners, members, officers, directors, shareholders or principals, disclosed or undisclosed, or the partners, members, officers, directors, shareholders or principals, disclosed or undisclosed, of any entity which is a partner, shareholder or member of such Brooklyn Party, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Sponsor's remedies under or with respect to this Agreement, the relationship of Sponsor and such Brooklyn Party hereunder, or the exercise by Sponsor of its rights hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Commencement Date.

BROOKLYN EVENTS CENTER, LLC ^{rdc}

By: _____

Brett D. Yormark
President

BROOKLYN NETS, LLC ^{rdc}

By: _____

Brett D. Yormark
Chief Executive Officer

AIRFASTTICKETS, INC.

By: _____

Name: _____

Title: _____

SCHEDULE 3.1

Brooklyn Team Sponsorship Rights, Applicable Upon the Commencement of the NETS 2014-15 Season

(subject to NBA Rules and Regulations)

ENTITLEMENT	DESCRIPTION
Backboard Top Signage	<p>During the Term (<i>but solely through the 2015-16 NETS regular season</i>), Sponsor shall receive Sponsor Mark placement on the top of the backboard frame on each basket used for NETS regular season home games at the Arena, particular Sponsor Mark to be subject to NBA and BKLYN approval.</p> <p>In the event the NBA Rules and Regulations allow for such Backboard Top signage through the 2016-17 NBA season, then this Entitlement shall extend through the remainder of the Term.</p> <p>In the event the NBA Rules and Regulations does not permit such Backboard Top signage during the 2016-17 NBA regular season, then Section 3.3 shall apply.</p>
Apron Signage	<p>During the Term (<i>but solely through the 2015-16 NETS regular season</i>), Sponsor shall receive, for NETS regular season home games at the Arena, Sponsor Mark placement on the court in front of both team benches (the "Team Bench Apron Area"); particular Sponsor Mark to be subject to NBA and BKLYN approval.</p> <p>In the event NBA Rules and Regulations allow for the Team Bench Apron Area through the 2016-17 NBA season, then this Entitlement shall extend through the remainder of the Term.</p> <p>In the event the NBA Rules and Regulations does not permit Team Bench Apron Area during the 2016-17 NBA regular season, then Section 3.3 shall apply.</p>
Hollywood Seats Branding	<p>During each NETS regular season home game, Sponsor shall receive Sponsor Mark branding</p>

ENTITLEMENT	DESCRIPTION
	for the courtside spectator seats adjacent to each side of the scorer's table as follows: (y) kickplates (to be furnished at Sponsor's sole cost and expense, in accordance with Section 3.2), and (z) seat backs (at Sponsor's sole cost and expense, in accordance with Section 3.2).
Press Backdrop	<p>Sponsor Mark branding (to be included with the Brooklyn Arena Marks <u>and</u> the BKLYN Marks which, for the avoidance of doubt, may be co-branded with a third party sponsor's marks) on the BKLYN-controlled backdrop for scheduled and announced BKLYN-controlled Nets-related interviews and press conferences that take place within the Arena during the Term, including the following:</p> <ul style="list-style-type: none"> • post-game press coverage for NETS games televised on the YES Network; and • periodic NETS-related public announcements including, by way of example, player signings, player trades, free agent signings and NBA Draft-related press conferences.
LED Signage	<p><u>Street-To-Seat LED Signage:</u> During each NETS regular season home game, Sponsor shall receive two (2) minutes per hour of oculus and atrium LED signage using the Sponsor Mark, commencing at 6:00 am ET on the day of each NETS regular season home game at the Arena through 12:00 am ET. Sponsor shall also receive two (2) minutes per hour of the following LED signage during games: main concourse, L bar integration, upper and lower level bowl fascia (solely during pre-game), and center hung scoreboard (solely during pre-game).</p> <p><u>LED Takeovers:</u> During each NETS regular season home game, Sponsor shall receive the following in-game LED signage using the Sponsor Mark at all home games: two (2) minutes of upper and lower level bowl fascia, centerhung scoreboard, courtside and baseline, stanchion, and entryway which shall all run</p>

ENTITLEMENT	DESCRIPTION
	simultaneously, resulting in one (1), one (1) minute LED takeover per half. Sponsor shall receive two (2) additional minutes of stanchion and entryway LED signage during each game, which shall run simultaneously and be divided into two (2), one (1) minute increments.
Radio	Sponsor shall receive one (1) thirty second (:30) advertising spot during the English and Spanish radio broadcast of each NETS regular season game. The advertising spot shall be provided at Sponsor's sole cost and expense and the content shall be subject to BKLYN's prior approval.
Web site	Sponsor shall receive brand integration on the NETS schedule Web page, accessible via www.brooklynets.com .
Social Media Brand Integration	Sponsor shall receive Sponsor Mark integration in BKLYN-controlled social media mentions of select NETS road games (e.g., "Road Trip Recaps").
Tickets	Sponsor shall receive four (4) lower level tickets in Section 24/Row19/Seats 3-6 to each NETS regular season home game at the Arena during the Term; such seats shall be classified under the NETS All-Access Pass program in accordance with the Terms and Conditions set forth on Exhibit B.
In-Game Feature	At ten (10) NETS regular season home games at the Arena in each Contract Year, Sponsor shall receive an in-game feature on the centerhung scoreboard (such games each Contract Year to be mutually agreed upon by BKLYN and Sponsor; any prizing associated with each feature shall be at Sponsor's cost.

SCHEDULE 3.2

Arena Entitlements

ENTITLEMENT	DESCRIPTION
LED Signage	<u>Street-To-Seat LED Signage:</u> During the Term, Sponsor shall receive two (2) minutes per hour of Sponsor Mark signage on the oculus and atrium each day, commencing as of 6:00 am ET through 12:00 am ET; <u>provided, however,</u> that if the entity staging an Arena Event requires use of the oculus and/or atrium LED boards, then Sponsor shall not receive Sponsor Mark signage during the time period that such entity is licensing use of the Arena. Sponsor shall also receive two (2) minutes per hour of the following LED signage during each Brooklyn Arena-controlled Arena Event: main concourse, L bar integration, upper and lower level bowl fascia (solely pre-Arena Event), and center hung scoreboard (if applicable and solely pre-Arena Event).
Centerhung Scoreboard Static Branding	Sponsor shall receive Sponsor Mark signage on two (2) centerhung scoreboard panels, at Sponsor's sole cost and expense (in accordance with Section 3.2).
Loft Suite	In each Contract Year, Sponsor shall have use of one (1) Arena loft suite (each, a " <u>Suite</u> ") during three (3) NETS regular season games (particular games to be determined by the Brooklyn Parties in their sole discretion), with the use of such suite subject to the terms and conditions set forth on Exhibit A. Particular Suite(s) to be determined by Brooklyn Arena in its sole discretion.

EXHIBIT A

Loft Suite Terms and Conditions

1. **Use by Sponsor.** Use of the Suite by Sponsor and Sponsor's guests shall require the presentation of tickets for admission to the Arena Event, and which corresponds to the Suite, and is subject to (a) the terms and conditions under which such tickets are issued, including, without limitation, the policies adopted by the issuer of such tickets with respect to the cancellation or postponement of the Arena Event, and (b) compliance with applicable fire and occupancy codes and other laws and regulations.

2. **Food and Beverages.** Sponsor shall not permit the preparation of food in the Suite nor shall food or beverages be brought into the Suite except through Brooklyn Arena or a third party duly authorized by Brooklyn Arena to serve food and beverages in the Suite (the "Suite Caterer"). Sponsor shall be solely responsible for and shall promptly pay, on terms established by Brooklyn Arena or the Suite Caterer, all bills for the costs of all food, beverages, and related services (including, but not limited to, waiter, waitress or bartender services) provided or rendered by Brooklyn Arena or the Suite Caterer in connection with the use of the Suite, together with all applicable taxes and late payment fees. All amounts due under this Paragraph 2 shall be in addition to the Fees.

3. **Additional Obligations.**

(a) Sponsor shall keep and maintain the Suite in good repair, order and condition and, in addition to the other payments provided for in this Agreement, shall reimburse Brooklyn Arena for any costs Brooklyn Arena incurs to repair any damage (other than normal wear and tear) caused by Sponsor or Sponsor's guests to the Suite or the property of Brooklyn Arena in the Suite.

(b) Sponsor shall, and shall cause Sponsor's guests to, abide by and observe all rules and regulations established from time to time by Brooklyn Arena, and Brooklyn Arena's affiliates as well as all present and future laws, ordinances, orders, rules and regulations of all governmental authorities and will not suffer or permit any use or manner of use of the Suite in violation thereof.

(c) Sponsor shall not, and shall cause Sponsor's guests not to, resell (i) the tickets received pursuant to this Agreement, or (ii) the right to use the Suite for the Arena Event.

(d) If Sponsor or any of Sponsor's guests violate Paragraph 3(b), 3(c), or this Paragraph 3(d), Brooklyn Arena may (i) eject Sponsor and/or any of Sponsor's guests and revoke the license to use the Suite and/or any ticket privilege for the Arena Event, without compensation to Sponsor or Sponsor's guest(s), as the case may be, and/or (ii) exercise any of Brooklyn Arena's rights at law or in equity as a result of such violation. Any such violation that is part of a pattern of violations by Sponsor or Sponsor's guests (as determined in Brooklyn Arena's reasonable discretion) shall be deemed a default of Sponsor's obligations under this Agreement.

4. **Liability.**

(a) Brooklyn Arena shall not be liable or responsible for any loss, damage or injury to any person or property of Sponsor or Sponsor's guests in or upon the Suite, the Arena, the parking areas or elsewhere, resulting from any cause whatsoever, including, but not limited to, theft or vandalism, except to the extent the same is attributable to the gross negligence or willful misconduct of Brooklyn Arena or its officers, directors, managers, owners or employees. Sponsor hereby assumes, and shall cause Sponsor's guests to assume, all risks and dangers incidental to events at the Arena, whenever or however they occur, including, without limitation, the danger of being injured by balls and other objects, and agree that neither Brooklyn Arena, nor any sports team or league, nor any other person or entity producing, performing or participating in any Arena event, nor any of their respective affiliates, agents or assignees, shall be liable for injuries from such causes.

(b) Sponsor shall indemnify and hold harmless Brooklyn Arena and its affiliates, and their respective officers, directors, managers, owners, employees and agents, from and against any liabilities, losses, damages, claims, demands, costs and expenses, including reasonable attorneys' fees, arising out of or related to any

act or omission, breach of any provision of this Agreement or violation of any applicable law, rule, regulation or order, by Sponsor or any of Sponsor's guests, employees, agents or other affiliates.

(c) The provisions of this Paragraph 4 shall survive the termination of this Agreement.

EXHIBIT B

All-Access Pass Terms and Conditions

BROOKLYN NETS
ALL-ACCESS PASS TERMS AND CONDITIONS

1. Seat(s). In accordance with Schedule Sponsor shall have the right to use four (4) seats located in Section 24/Row19/Seats 3-6 of the Arena for each Game during the Term.
2. All-Access Pass Membership. For each Season Ticket listed in Section 1 above, Sponsor shall receive the Pass Entitlements set forth in Section 4 of SCHEDULE 1.
3. Payment. A portion of the Fees (as defined in the Sponsorship Agreement) determined by the BKLYN, shall be deemed sufficient consideration for the rights granted to Sponsor herein.
4. Definitions. The capitalized terms used in these Terms and Conditions shall have the definitions set forth in Section 1 of SCHEDULE 1 or the Sponsorship Agreement, unless defined elsewhere.

SCHEDULE 1

Section 1. Certain Definitions. As used in these Terms and Conditions:

All-Access Pass. Sponsor's rights and obligations under Section 4 below (i.e., the Season Tickets together with the Pass Entitlements).

Events. Each ticketed sporting, entertainment, or other event held at the Arena that is open to the general public, other than Games, Non-Public Events, and Special Premium Events.

Games. Preseason Games, Regular Season Games, and Playoff Games, collectively.

Non-Public Events. Non-public or non-ticketed events such as, but not limited to, graduations (including those of public institutions), conventions, trade shows, charitable events, private events, political events, and religious gatherings.

Pass Entitlements. The rights and obligations of Sponsor under Section 4(ii) below.

Playoff Games. NBA playoff games played by the NETS at the Arena during the Term.

Preseason Games. NBA preseason games played by the NETS at the Arena during the Term.

Regular Season Games. NBA regular season games played by the NETS at the Arena during the Term.

Season Tickets. Ticket(s) to every Preseason Game and Regular Season Game for the Seats during the Term.

Seats. The seats in the Arena listed in Section 1 above.

Special Premium Events. Any event (excluding Non-Public Events) for which the promoter precludes the sale, by the BKLYN or Brooklyn Arena, of a significant portion of the seating bowl in the Arena, including, *without limitation and by example only*: (i) All-Star events of the NBA; (ii) Olympic events, Olympic qualifying events and any other competitions within the Olympic Games; (iii) the Grammy Awards; and (iv) the MTV Video Music Awards.

Section 2. Term.

- (i) *Term.* The Term shall be as set forth in the Sponsorship Agreement

Section 3. Intentionally Omitted

Section 4. All-Access Pass Entitlements.

- (i) *Season Tickets.*

(a) Sponsor agrees that the Season Tickets are owned by BKLYN, and that these Terms and Conditions in no way conveys any ownership to Sponsor. Sponsor further agrees that the Season Tickets are a revocable license to attend *only* Preseason Games and Regular Season Games at the Arena. Sponsor shall be bound by and shall observe the terms and conditions upon which tickets for admission to the Arena have been issued, including without limitation, any policy adopted with respect to the cancellation or postponement of any Game. Sponsor 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, BKLYN, and/or Brooklyn Arena, including without limitation, any rules and regulations posted in the Arena or set forth on the back of any ticket purchased under these

Terms and Conditions. Sponsor shall not take any action that shall cause personal injury or property damage in or upon the Arena.

(b) In the event that the NETS plays any Playoff Game during the Term, Sponsor agrees to purchase tickets for the Seats for each Playoff Game at the prevailing rate established by BKLYN.

(c) BKLYN, upon notice to Sponsor, may relocate Sponsor's Seats. Such relocation shall not materially alter Sponsor's viewing experience in any way.

(ii) *Pass Entitlements.*

(a) Subject to policies and procedures established by BKLYN or Brooklyn Arena, Brooklyn Arena shall provide Sponsor the opportunity to purchase, on a presale basis, tickets to Events at the Arena during the Term (i.e., before such tickets go on sale to the general public). For each All-Access Pass purchased under these Terms and Conditions, Sponsor shall be entitled to such presale purchase opportunity for one (1) ticket for each Event. Sponsor agrees not to re-sell any ticket to an Event purchased by Sponsor pursuant to this Section 4(ii)(a) until tickets for such Event go on sale to the general public. Brooklyn Arena shall endeavor to make available to Sponsor premium seats for tickets to Events purchased in accordance with this Section 4(ii)(a).

(b) BKLYN or Brooklyn Arena shall provide Sponsor with complimentary food and non-alcoholic beverages during each Game at designated areas within the Arena corresponding with Sponsor's ticket category (the "F&B Benefit"). The F&B Benefit is non-transferable and any transfer of the F&B Benefit by Sponsor shall be deemed a Sponsor default under Section 5(i)(c) of these Terms and Conditions. *For the avoidance of doubt, the foregoing in this Section 4(ii)(b) shall not diminish Sponsor's rights under Section 6.*

(c) Sponsor shall receive the All-Access Pass discount for NETS merchandise sold in the Arena.

(iii) *Resale Compliance.* Should Sponsor resell a ticket to a Game or Event, Sponsor shall abide by any and all applicable laws, rules, and regulations relating to the resale of any such tickets.

Section 5. Default and Remedies

(i) *Sponsor Default.* Either of the following shall constitute a default by Sponsor:

- (a) Sponsor fails to make any payment due under the Sponsorship Agreement;
- (b) Sponsor fails to comply with Section 4(i)(a); or
- (c) Sponsor fails to comply with anything in these Terms and Conditions.

(ii) *BKLYN Remedies.* Should Sponsor be in default of these Terms and Conditions under Section 5(i): (x) BKLYN shall be entitled to terminate the Sponsorship Agreement; and (y) BKLYN shall retain any payments made by Sponsor under the Sponsorship Agreement as of the date of termination.