

AGREEMENT

This Agreement (the "*Agreement*") is entered into as of April 23, 2008 (the "*Effective Date*"), by and between the National Football League, an unincorporated not-for-profit association with its principal place of business in New York, New York, acting on behalf of itself and the NFL's 32 member clubs, including the New England Patriots (collectively, the "*NFL*"), and Matthew Walsh, an individual residing in Lahaina, Hawaii ("*Walsh*"). The NFL and Walsh are each sometimes referred to individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, Walsh previously performed work as an employee of the New England Patriots (hereafter, the "*Club*") and currently may have certain tangible property in his possession or under his control that may have been obtained by him during the time of, in connection with or following such employment and which property may be deemed to belong to the Club;

WHEREAS, the Parties desire to provide for the return of all such property;

WHEREAS, the NFL is interested in securing from Walsh certain information and items that he may have that are the subject of an NFL investigation;

WHEREAS, the NFL desires to provide certain assurances to Walsh in order to assuage concerns that Walsh may have about responding to the NFL's inquiries and to encourage Walsh to disclose fully and truthfully to the NFL any such items or information that he may have.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto, intending to be legally bound, covenant and agree as follows:

1. Return of Tangible Property; Access to Tangible Property.

(a) Walsh hereby agrees that he shall, (x) within 11 business days following the Effective Date (or sooner if reasonably practicable given the logistical difficulties that Walsh may encounter in gathering the following items, wherever located), deliver or cause to be delivered to a designated representative of the NFL all of the Documents (as defined below) that relate to allegations of videotaping of Club opponents (the "*Videotaping Documents*"), and (y) as soon as is reasonably practicable following the Effective Date (giving due consideration to the logistical difficulties that Walsh may encounter in gathering the following items, wherever located), deliver or cause to be delivered to a designated representative of the NFL all of the other Tangible Property (as defined below). As used herein "*Tangible Property*" shall mean all of the tangible property that (i) is in Walsh's possession or otherwise under his control (and, in the case of the Videotaping Documents, that was either (x) at any time following the termination of Walsh's employment by the Club in Walsh's possession or otherwise under his control, even if that is not the case as of the Effective Date, or (y) provided by Walsh during his employment by the Club to any person not then employed by the Club), (ii) was obtained by Walsh during the time of, in connection with, or following, his employment by the Club and (iii) may be deemed to belong to the Club, regardless of the manner in which it was obtained by Walsh and regardless

of the format or medium in which it is currently found or exists, and including without limitation any and all items of recorded information (including without limitation any writing or recording, such as documents, tapes (including audiotapes and videotapes), disks and other electronic media and copies of same) that otherwise constitute Tangible Property (any such items of written or recorded information regardless of format or medium, "*Documents*"). Walsh shall, upon delivery of the Videotaping Documents and again after delivery of all of the remaining Tangible Property to the NFL, certify in writing to the NFL his good faith belief that, to the best of his knowledge, (x) all Videotaping Documents or remaining Tangible Property, as applicable, have been delivered to the NFL and (y) Walsh does not retain in his possession or under his control any such Videotaping Documents or Tangible Property, as applicable (including any copies thereof other than as permitted by Section 1(b) below).

(b) Notwithstanding the foregoing, for a reasonable period of time following the Effective Date, Walsh's counsel may retain one copy of each Document (the "*Counsel Copies*"). Further, upon reasonable request, the NFL shall make any Tangible Property that has been returned by Walsh available to Walsh or his counsel, including (to the extent reasonably requested) possession thereof. However: (i) in no event shall any Tangible Property (or copy thereof) in the possession or control of Walsh or such counsel be used for any commercial purposes or in any manner that could reasonably be expected to be disparaging to the NFL (including the Club) or the NFL's or the Club's current and former owners or employees (provided that such owners or employees are known by Walsh to own (or have owned), or be employed by (or to have been employed by), the NFL or the Club) (the "*Prohibited Uses*"); (ii) in no event shall any copies of any Documents in the possession or control of Walsh or his counsel be further copied without the NFL's prior written consent, in each and every case, not to be unreasonably withheld (other than in respect of Prohibited Uses, as to which the NFL may withhold its consent in its sole discretion); and (iii) in no event shall Walsh or his counsel make any Document copies or other Tangible Property available to any third party without the NFL's prior written consent, in each and every case, not to be unreasonably withheld (other than in respect of Prohibited Uses, as to which the NFL may withhold its consent in its sole discretion). The restrictions in clauses (ii) and (iii) of the preceding sentence will not apply to the extent that any Document or Tangible Property or a copy thereof becomes generally available to the public other than as a result of copying by or availability provided by Walsh or his counsel in breach of Walsh's obligations in this Agreement (provided that such restrictions shall, for the avoidance of doubt, continue to apply to any portion of, and to any content contained in, any Document or Tangible Property (or copy thereof) that does not so become generally available to the public, and that Walsh or his counsel shall, prior to any such copying or disclosure, use commercially reasonable efforts to consult with the NFL's counsel as to the extent, if any, to which such content has become generally available to the public), and nothing in such clauses (ii) and (iii) shall prohibit (x) any copying or availability as may be required by law or by lawful regulatory inquiry, judicial process or judicial or regulatory order, provided that Walsh shall give prompt written notice to the NFL of any such required copying or availability, shall make no more copies and provide no more availability than is required, and shall cooperate with any attempts by the NFL to obtain a protective order or similar treatment, or (y) copying by or availability provided by Walsh as reasonably necessary to enforce his rights and remedies hereunder or defending any Claims (as defined below) relating to this Agreement (including without limitation any third party Claims). Further, all of the restrictions in the second preceding sentence will apply only to Document copies and other items of Tangible Property themselves, and Walsh

remains free to discuss and disclose the contents of the Documents and other Tangible Property subject to the other provisions of this Agreement. All Tangible Property (or copies thereof, as applicable) in the possession of Walsh or his counsel (other than the Counsel Copies) will be returned to the NFL upon reasonable request by the NFL, provided that Walsh and his counsel thereafter from time to time may again obtain access to (including possession of) any returned Tangible Property in the manner contemplated by (and subject to the terms of) this Section 1(b), including without limitation in each case return thereof upon reasonable request by the NFL. Walsh or his counsel, and counsel for the NFL, shall consult no less frequently than quarterly to address whether the access and retention obligations imposed by this paragraph (b) with respect to Counsel Copies and other Tangible Property may come to an end.

2. Discussion with NFL. Walsh agrees that promptly (taking into account logistical difficulties that may be encountered, including those related to Walsh's location, work and family obligations) following the delivery to the NFL of the Videotaping Documents pursuant to Section 1(a) above, he will make himself reasonably available to the NFL and/or its counsel, agents, attorneys and investigators for a discussion of (i) the contents of those Videotaping Documents and any information within his knowledge, possession or control related to the Videotaping Documents, (ii) any other information within his knowledge, possession or control related in a material respect to allegations that have been made with respect to videotaping of Club opponents (including, without limitation, all Covered Videotaping Actions, as defined below), and (iii) any other violations, of which he has personal knowledge, by the Club or any Club employee of NFL rules, prior to meeting or otherwise conducting a similar substantive interview with any third party inquirer (unless he is otherwise compelled by law or by lawful regulatory inquiry, judicial process or judicial or regulatory order or legal process), and shall, in that discussion, provide to the NFL full, complete and accurate information, in good faith and to the best of his knowledge, in response to such questions and inquiries as may be made of him regarding such matters (the date that Walsh first makes himself reasonably available for such a discussion, the "*Availability Date*" and the actual date of such discussion, the "*Interview Date*").

3. Indemnification; Release.

(a) Effective from and after the first to occur of the Interview Date and the seventh day after the Availability Date (the "*Indemnification Commencement Date*"), the NFL will indemnify, defend and hold Walsh harmless from and against all claims, losses, liabilities, damages, costs (including reasonable travel costs), fines, expenses, deficiencies, taxes, reasonable fees and expenses of counsel and reasonable lost wages (collectively, "*Losses*"), which are incurred on or after the Effective Date and which arise out of, relate to, or are otherwise in connection with (i) (A) actions taken by Walsh within the scope of his employment by the Club, (B) Walsh's acquisition, possession or return of the Tangible Property, (C) any alleged audiotaping by Walsh of any of his superiors while employed by the Club, or (D) any disclosure by Walsh of any information within his possession or control regarding the matters described in clauses (A) through (C), including any alleged untruthfulness in such disclosure, absent intentional untruthfulness on the part of Walsh (but excluding any Losses that arise out of, relate to, or are otherwise in connection with any breach by Walsh of this Agreement or any use of Documents (or copies thereof) or other Tangible Property in violation of the restrictions in Section 1(b) above) (all the items set forth in this clause (i) (other than those excluded from such clause), collectively, "*Covered Matters*"); or (ii) in enforcing his rights under this Agreement or in successfully defending an allegation that he has breached his obligations under this

Agreement. The Covered Matters shall be deemed to include, without limitation, any legally required interviews of Walsh by any government representative with regard to any of the matters described in Section 2 or in clause (i) of the first sentence of this Section 3(a), the first such interview with any government representative that is not legally required, and any subsequent such interview with any government representative that is not legally required but for which the NFL has approved indemnification in writing (such approval not to be unreasonably withheld in circumstances where the interview is reasonably requested by law enforcement authorities), as well as any claim, investigation, inquiry, Congressional hearing, prosecution or other proceeding (a "*Proceeding*") that Mr. Walsh is required to attend with regard to any of such matters, any discussion with the NFL contemplated by Section 2 above, and any cooperation with the NFL or the Club contemplated by Section 3(c) below. For purposes of this Agreement, all videotaping (including videotaping of opposing coaches' signals) during Club games, Club practices, Club drills, Club workouts and Club tryouts, setting up videotaping and related equipment in preparation therefor, and editing, copying and distribution to the Club and its agents of the results of the foregoing (such actions, "*Covered Videotaping Actions*"), shall be deemed to have been within the scope of Walsh's employment by the Club. In connection with any Losses for which indemnification may be sought under clause (i)(A) of the first sentence of this Section 3(a), if the NFL disputes that any actions other than Covered Videotaping Actions were within the scope of Walsh's employment by the Club (*i.e.*, duties and responsibilities assigned to Walsh by superiors or performed by Walsh at the direction of superiors during the time of his employment by the Club or otherwise reasonably expected to be performed in the ordinary course by a person with his responsibilities), Walsh shall bear the burden of proof on this issue by a preponderance of the evidence. In respect of Losses relating to any private civil claim for monetary damages made, brought, instigated or conducted by a third party against Walsh, the NFL may timely assume the defense of the matter and select counsel for Walsh, subject to approval by Walsh, not to be unreasonably withheld. Regardless of whether the NFL or Walsh selects counsel in any such matter, additional counsel engaged by and at the expense of the other (such expenses not to be indemnifiable hereunder) shall be entitled to participate in the matter, subject to the reasonable direction of the selecting party's counsel. With regard to any other Proceedings or other matters, Walsh shall have the right to engage counsel of his choice.

(b) Effective from and after the Indemnification Commencement Date, the NFL, on its own behalf and on behalf of its member clubs (including the Club) and on behalf of their officers, directors, shareholders, members, partners, employees, predecessors, attorneys, agents, representatives, successors and assigns, hereby releases, discharges, and forever waives and relinquishes any and all claims, demands, obligations, liabilities, defenses, affirmative defenses, set-offs, counterclaims, actions and causes of actions of whatever kind or nature, including derivative claims, whether known or unknown, which any of them has, may have, might have, or may assert now or in the future (collectively, "*Claims*"), directly or indirectly, against Walsh arising out of or based upon any Covered Matters; provided, that the foregoing shall not extend to Claims for breach by Walsh of the terms of this Agreement. The NFL is aware that, under the law of certain jurisdictions, a release may not extend to certain claims that a person does not know or suspect exist at the time when the release is executed. To the greatest extent permissible, the NFL expressly waives the benefit of those laws and acknowledges that it intends this release to extend to the full extent described.

(c) Walsh covenants and agrees that he shall reasonably cooperate with the defense of any Proceeding that may be brought against the NFL by a third party in connection with the Covered Matters, whether or not Walsh is named as a co-defendant in any such Proceeding. The NFL covenants and agrees that it shall reasonably cooperate with the defense of any Proceeding that may be brought against Walsh by a third party in connection with the Covered Matters, whether or not the NFL is named as a co-defendant in any such Proceeding.

(d) Effective from and after the Indemnification Commencement Date, the NFL will not initiate, institute, assist, further, maintain, prosecute, or authorize to be commenced any Proceeding asserting any Claim against Walsh arising out of or based upon any Covered Matters, either in law or equity, provided, that the foregoing shall not extend to Claims for breach by Walsh of the terms of this Agreement.

(e) The NFL shall not be required to advance any funds to Walsh in respect of its indemnification obligations hereunder, provided that (i) if travel expenses by Walsh are indemnifiable hereunder, the NFL will, at its election, either provide Walsh with prepaid travel arrangements or advance funds to Walsh to cover such expenses, and (ii) the NFL will pay the reasonable fees and expenses of Walsh's counsel directly to such counsel within a commercially reasonable time following receipt by the NFL's counsel of invoices reasonably describing (with due regard for privilege concerns) the services provided by such counsel, provided that (x) such fees and expenses are otherwise subject to the indemnity obligations of the NFL hereunder and (y) Walsh covenants and agrees that he shall promptly repay any such fees and expenses to the NFL in the event that he is ultimately determined not to have been entitled to such indemnification hereunder. All travel arrangements, including air travel and lodging, will be of reasonable business travel standards. Further, air travel will be via the most reasonably direct means, taking into account Walsh's reasonable preferences as well as the cost thereof.

4. Commercial Advantage; Reputational Repair.

(a) Until such time as he has satisfied his obligations under paragraphs 1(a) and 2, above, Walsh shall refrain from seeking any commercial advantage from the Tangible Property, the Covered Matters, or his undertakings in this Agreement. During the subsequent five years, in the event that Walsh obtains or has obtained any cash or other property ("*Commercial Advantage Proceeds*") in exchange for his disclosure (in compliance with the terms hereof) of information about the Tangible Property, the Covered Matters or his undertakings in this Agreement, Walsh shall (subject to the proviso to this sentence) donate to a charity selected by the NFL and approved by Walsh (such approval not to be unreasonably withheld), promptly after each periodic determination thereof, the net proceeds to Walsh resulting from his receipt of Commercial Advantage Proceeds, provided that (i) with respect to any date, Walsh need not donate any amounts to the extent that such donation would cause the Donated Commercial Advantage Proceeds (as defined below) as of such date to exceed the amounts previously paid to (or, in the case of travel arrangements, prepaid for) Walsh or his counsel by the NFL pursuant to the indemnification obligations set forth in Sections 3(a) and 3(e) above (the "*Indemnified Amounts*") and (ii) until such time as the Commercial Advantage Proceeds exceed the Indemnified Amounts, and thereafter upon any increase in the Indemnified Amounts causing the Indemnified Amounts to again exceed the Commercial Advantage Proceeds until the Commercial Advantage Proceeds next exceed the Indemnified Amounts, Walsh shall account to the NFL for all Commercial Advantage Proceeds and shall make

reasonably available to the NFL all applicable books and records relating thereto for purposes of confirming such amounts.

(b) Notwithstanding any other provision of this Agreement, nothing in this Agreement shall prohibit or restrict either Party from undertaking reasonable efforts to repair damages to their respective reputations.

5. Specific Performance. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Parties and that each of the Parties shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Agreement, but shall be in addition to all other remedies available at law or in equity to the Party.

6. Due Authorization; Enforceability; Affiliate Claims. Each Party represents and warrants that such Party has the full authority and is duly authorized and empowered to execute this Agreement (including, with respect to the NFL, on behalf of itself and its member clubs, including the Club) and that this Agreement is binding upon and enforceable against each such Party (including, with respect to the NFL, itself and its member clubs, including the Club) in accordance with its terms. The NFL represents and warrants that (aside from the Club) it is not aware of any member club, or of any affiliate of the NFL, the Club or any other member club, that may have a valid claim, or the standing to bring such a claim, against Walsh in relation to the Covered Matters.

7. Governing Law. **This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York, without respect to any otherwise applicable conflicts of law provisions.**

8. Amendment; Waiver. This Agreement may not be amended, modified or changed without the written approval of each of the Parties. The failure of any Party to this Agreement at any time or times to require performance of any provision of this Agreement shall in no manner affect its right at a later time to enforce such provision, as long as its rights have not expired under the terms of this Agreement.

9. Headings. The section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of the Agreement.

10. Notice. All notices shall be in writing and shall be given by certified or registered mail (postage prepaid), overnight delivery service, facsimile (with a confirmation copy sent by regular mail) or hand delivery. Notices shall be sent to the respective addresses known to the Parties as of the date hereof in the locations forth above in the preamble to this Agreement, or to such other address as either Party to this Agreement may subsequently notify the other. Notices shall be deemed received upon actual receipt. To be sufficient, any notice to Walsh must be copied in the same manner to his counsel, Michael N. Levy, Esq., whose address is McKee Nelson LLP, 1919 M St., N.W., Suite 200, Washington, DC 20036 (or such other counsel as may be notified to the NFL by Walsh in writing), and any notice to the NFL must be copied in the same manner to its counsel, Gregg Levy, Esq., whose address is Covington & Burling, LLP,

1201 Pennsylvania Avenue, N.W., Washington, DC 20004 (or such other counsel as may be notified to Walsh by the NFL in writing).

11. Severability; Construction. Each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision shall be declared void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining provisions of this Agreement, and the remaining parts thereof, shall remain fully effective. This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any Party.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and may not be assigned by any Party without the prior written consent of the other Party.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous agreements, whether written or oral.

14. Jurisdiction. Any action or proceeding brought by either Party against the other arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction located in New York, New York, and each party hereby submits to the personal jurisdiction of any such courts for purposes of any such action or proceeding.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

16. Remedies Cumulative. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any Party at law, in equity or otherwise.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, all as of the date first above written.

NATIONAL FOOTBALL LEAGUE,
ON BEHALF OF ITSELF AND ITS 32 MEMBER CLUBS,
INCLUDING THE NEW ENGLAND PATRIOTS

By: _____
Name:
Title:

MATTHEW WALSH

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, all as of the date first above written.

NATIONAL FOOTBALL LEAGUE,
ON BEHALF OF ITSELF AND ITS 32 MEMBER CLUBS,
INCLUDING THE NEW ENGLAND PATRIOTS

By: 

Name: JEFFREY PASH

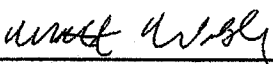
Title: EXECUTIVE VICE PRESIDENT

MATTHEW WALSH

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties, all as of the date first above written.

NATIONAL FOOTBALL LEAGUE,
ON BEHALF OF ITSELF AND ITS 32 MEMBER CLUBS,
INCLUDING THE NEW ENGLAND PATRIOTS

By: _____
Name:
Title:



MATTHEW WALSH