

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

_____ of

(the "Employer")

OF THE FIRST PART

- AND -

_____ of

(the "Employee")

OF THE SECOND PART

BACKGROUND:

- A. The Employee is currently or may be employed as an employee with the Employer for the position of: _____ In addition to this responsibility or position, this Agreement also covers any position or responsibility now or later held with the Employer (the "Employment").
- B. As a result of the Employment, the Employee will receive from or develop on behalf of the Employer, certain proprietary or confidential information (the "Confidential Information") and the Employer has sought assurance this will not be exploited to gain a competitive advantage.

IN CONSIDERATION OF and as a condition of the Employment and the Employer providing the Confidential Information to the Employee in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. NON-COMPETITION:

The Employee agrees that during the Employment and for a period of not prevented after the end of that term, the Employee will not give advice or lend credit, money or the Employee's reputation to any natural person or business entity engaged in a competing business in any geographic area in which the Employer conducts its business, and the Employee will not, directly or indirectly, as an employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others, engage in any business that is in competition with the business of the Employer within the following geographic area: _____

2. CONFIDENTIAL INFORMATION:

- i. The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employment, the Employee will, or may, by making use of, acquire or add to the information which is confidential to the Employer (the "Confidential Information") and the Confidential Information is the exclusive property of the Employer.
- ii. The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.
- iii. The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.
- iv. The Confidential Information will not include information that:
 - a) Is generally known in the industry of the Employer;
 - b) Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
 - c) Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;
 - d) Is independently created by the Employee without direct or indirect use of the Confidential Information, or
 - e) The Employee rightfully obtains from a third party who has the right to transfer or disclose it.
- v. The Confidential Information will also not include anything developed or produced by the Employee during the Employment, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that:
 - a. Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer;
 - b. Was developed entirely on the Employee's own time;
 - c. Does not result from any work performed by the Employee for the Employer; and
 - d. Does not relate to any actual or reasonably anticipated business opportunity of the Employer.

3. **DUTIES AND OBLIGATIONS CONCERNING CONFIDENTIAL INFORMATION:**

- i. The Employee agrees that a material term of this Agreement to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employment. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.
- ii. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer, would gravely affect the effective and successful conduct of the Employer's business and goodwill and would be a material breach of this Agreement.
- iii. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for five (5) years from the date of such expiration or termination, except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
- iv. The Employee may disclose any of the Confidential Information:
 - a. To a third party where Employer has consented in writing to such disclosure; or
 - b. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.
- v. If the Employee loses or makes unauthorised disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

4. **AVOIDING CONFLICT OF OPPORTUNITIES:**

- i. It is understood and agreed that any business opportunity relating to or similar to the Employer's current or anticipated business opportunities coming to the attention of the Employee during the Employment is an opportunity belonging to the Employer. Accordingly, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

- ii. Without the written consent of the Employer, the Employee further agrees not to:
 - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Employer; and
 - b. directly or indirectly, engage or participate in any other business activities which the Employer, in their reasonable discretion, determines to be in conflict with the best interests of the Employer.
- iii. Without the written consent of the Employer, the Employee further agrees not to directly or indirectly, engage or participate in any other business activities which the Employer, in their reasonable discretion, determines to be in conflict with the best interests of the Employer.

5. **OWNERSHIP AND TITLE TO CONFIDENTIAL INFORMATION:**

- i. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of the Confidential Information.
- ii. The Employee waives any moral rights that the Employee may have with respect to the Confidential Information.
- iii. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the Employment and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer, both during and after the Employment, in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

6. **RETURN OF CONFIDENTIAL INFORMATION:**

The Employee agrees that upon request of the Employer or upon termination or expiration, as the case may be, of the Employment, the Employee will turn over to the Employer all Confidential Information belonging to the Employer, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Employee that

- a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. is connected with or derived from the Employee's services to the Employer.

7. **REMEDIES:**

The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any failure to maintain the confidentiality of the Confidential Information in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Employer. Accordingly, the Employee agrees that the Employer is entitled to, in addition to all other rights and remedies available to them at law or in equity, an

TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of February 17th 2011 ("Effective Date"), is by and between Revel Group, LLC, a Delaware limited liability company ("Licensor"), and Revel Entertainment Group, LLC, a New Jersey limited liability company ("Licensee").

RECITALS

WHEREAS, pursuant to the Trademark Assignment dated as of the date hereof between Licensor and Licensee, as such Trademark Assignment may be supplemented, modified, and amended from time to time, Licensor has been assigned certain trademarks, service marks, domain names and trade names;

WHEREAS, Licensee desires to use the trademarks, service marks, domain names and trade names owned by Licensor, including, without limitation, those set forth in Schedule A hereto, as such schedule may be supplemented, modified, and amended from time to time, and the goodwill associated therewith (the "Licensed Marks") in the Territory (as defined below) in connection with the Business (as defined below); and

WHEREAS, Licensor has agreed to grant to Licensee an exclusive license to use, and to sublicense the right to use, the Licensed Marks in the Territory in connection with the Business.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows:

ARTICLE I

GRANT OF LICENSE

1.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive, perpetual, royalty-free, fully paid right and license to use the Licensed Marks solely in the Territory in connection with the Business.

1.2 Licensee shall not use the Licensed Marks outside the Territory or in connection with any business, products, materials or other services of any description other than the Business without the express written consent of Licensor.

1.3 For the purposes of this Agreement, "Territory" means Atlantic City, New Jersey, and "Business" means (i) the gaming business, (ii) the development, construction, ownership and operation of a facility in which a gaming operation is conducted, (iii) the development, construction, ownership or operation of lodging, retail, resort, restaurant or convention facilities, sports or entertainment facilities, food and beverage distribution operations, transportation services, parking services, recreation, spa, pool, exercise and gym facilities or sales and marketing services, all in connection with a facility in which a gaming operation is conducted, and (iv) any business or other activity that is ancillary to, necessary for, incidental to, useful to, arising out of, supportive of, related to, connected to or a reasonable extension, development or expansion of any of the foregoing.

1.4 Notwithstanding anything to the contrary herein, Licensee may conduct advertising, marketing, and promotional activities using the Licensed Marks in connection with the Business in the Territory throughout the world, including at trade shows, in U.S. and international distributed periodicals, and on the internet; provided, that any such advertising, marketing, and promotional activities by Licensee are intended for and targeted at promotion of Licensee's operation of the Business in the Territory. For the avoidance of doubt, Licensee may not use the Licensed Marks in connection with any online gaming operations.

1.5 Licensor shall maintain all domain names licensed hereunder, including, without limitation, by paying all renewal fees associated therewith unless otherwise instructed by Licensee. Licensor shall delegate to Licensee administrative and technical control over such domain names and the servers relating to such domain names.

ARTICLE II

SUBLICENSING

2.1 Subject to the terms and conditions of this Agreement Licensee may sublicense the rights granted herein for use in the same manner as provided in this Agreement and subject to the terms and conditions of this Agreement; provided that (i) Licensee notifies Licensor of the identity and address of such sublicensee, and (ii) such sublicensee agrees in writing to be bound by, and comply with, the terms

2

and conditions of this Agreement as if it were the Licensee, with said sublicense terminating (a) if and when such sublicensee ceases to be a sublicensee of Licensee, and (b) upon the termination of this Agreement. No sublicense by Licensee of any of its rights under this Agreement shall relieve or release Licensee from any of its obligations hereunder arising or accruing before or after such sublicense. Licensee agrees to be liable to Licensor for all activities of any of its sublicensees.

ARTICLE III

PAYMENT

3.1 As consideration for the license granted herein, Licensee shall pay Licensor an annual fee of \$1.00.

ARTICLE IV

QUALITY CONTROL

4.1 Licensee shall conduct the Business and use the Licensed Marks in a manner consistent with the highest standards, quality, style and image. Licensee shall use the Licensed Marks only pursuant to the license granted hereby and only in a manner which will ensure no loss by Licensor of any rights in any of the Licensed Marks. Licensor shall have the right to exercise reasonable quality control over the services provided by the Business, any advertising/promotional materials, signage, stationery, business cards, or other articles bearing the Licensed Marks and Licensee's use of the Licensed Marks

to that degree necessary, in the reasonable opinion of Licensor, to maintain the validity and enforceability of the Licensed Marks and to protect the goodwill associated therewith. Licensee's right to use the Licensed Marks is limited to such uses as are expressly authorized hereunder, and any unauthorized use thereof shall constitute an infringement of Licensor's rights. Licensee acknowledges and agrees that Licensor's approval of or consent to any specific use of any Licensed Mark does not constitute approval of or consent to any other use.

4.2 Licensor's representatives shall have the right to inspect all facilities utilized by Licensee in connection with Licensee's use of the Licensed Marks and in connection with the Business at any time during normal business hours, on reasonable prior notice.

3

4.3 If Licensor finds that use of the Licensed Marks by Licensee, in Licensor's reasonable opinion, materially threatens the goodwill of the Licensed Marks, Licensee, shall, upon notice from Licensor, immediately, and no later than ten (10) days after receipt of notice from Licensor, take all measures reasonably necessary to correct the deviations or misrepresentation in, or misuse of, the respective items. If Licensee does not correct the deviations or misrepresentation in, or misuse of, the respective items within this ten (10) day period, Licensor may immediately terminate this Agreement without further notice or cause.

ARTICLE V

USE OF LICENSED MARK

5.1 Licensee shall use the Licensed Marks in accordance with sound trademark and trade name usage principles and shall not use the Licensed Marks in any manner which would tarnish, dilute, disparage, or reflect adversely on Licensor, the Licensed Mark, or the goodwill associated therewith.

ARTICLE VI

PROPERTY OF LICENSOR

6.1 Licensee acknowledges that the Licensed Marks and all rights therein (with the exception of those rights expressly granted to Licensee hereunder), and the goodwill pertaining thereto belong exclusively to Licensor. Licensee's use of the Licensed Marks shall inure to the benefit of Licensor for all purposes, including without limitation any rights with respect to trademark registrations.

6.2 Licensee agrees not to (i) register, or attempt to register, the Licensed Marks or any confusingly similar trademark, service mark, trade name or domain name in its own name or any other name, or (ii) use the Licensed Marks other than in connection with the Business in the Territory.

6.3 During the term of this Agreement and thereafter, Licensee will not, and will not assist any person to: (i) challenge the validity or Licensor's ownership of, or right to license, the Licensed Marks or any registration or application for registration therefor; (ii) contest the fact that Licensee's rights under this Agreement are solely those of a Licensee and terminate upon termination of this Agreement; and (iii) represent in any manner that it has any title or right to the ownership, registration or use of the Licensed Marks in any manner except as set forth in this Agreement.

4

ARTICLE VII

ENFORCEMENT AND DEFENSE OF LICENSED MARKS

7.1 Each party shall promptly notify the other party of any infringement or other violation of or challenge to, the Licensed Marks by a third party of which it becomes aware. Licensor shall have the sole initial right, but not the obligation, to initiate a lawsuit or take other action in Licensor's sole discretion and at its sole expense, against uses by third parties that may constitute infringement or other violation of the Licensed Marks, including by directing and controlling any such course of action, and any settlement thereof; provided, however, that Licensor shall not enter into any settlement that adversely affects the rights granted to Licensee (or sublicensees) under this Agreement without Licensee's prior written approval which shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, if Licensor in its sole discretion does not initiate a lawsuit or take other such action, Licensee at its sole expense shall have the right to enforce and protect the Licensed Marks, at all times subject to Licensor's prior written approval. Licensee shall cooperate with Licensor with respect to any such course of action as directed by Licensor, and shall not enter into any settlement without Licensor's prior written approval.

ARTICLE VII

TERMINATION

8.1 Without limiting the provisions of Section 4.3 hereof, in the event of a material breach of the terms of this Agreement by Licensee, Licensor may terminate this Agreement by providing Licensee with thirty (30) days' prior written notice and opportunity to cure such breach.

SAN LEGAL SOLUTIONS