

CITY OF PHILADELPHIA	:	PHILADELPHIA COUNTY
	Plaintiff,	:
		:
v.		:
		:
PHILADELPHIA EAGLES, LLC	:	:
	Defendant.	:
		:

COURT OF COMMON PLEAS

**June Term, 2004
No. 3055**

AFFIDAVIT OF JEFFREY LURIE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS

I, JEFFREY LURIE, being duly sworn according to law, depose and say:

1. I am the owner of the Philadelphia Eagles, having purchased the team in 1994.
2. When I purchased the team, the Eagles played at Veterans Stadium, under a lease with the City of Philadelphia.
3. I was committed, from the day I purchased the team, to building a state-of-the-art stadium.
4. In an effort to realize that goal, we began negotiating early in my ownership with both the City of Philadelphia and the Commonwealth of Pennsylvania.
5. The negotiations were lengthy and complex.
6. Joe Banner was primarily responsible for the negotiations.
7. Apart from the negotiations of a stadium deal, Joe and I realized that there was a disagreement between the Eagles and the City relating to the interpretation of a provision in the then-existing lease for Veterans Stadium. Specifically, a provision in the February 26, 1985 Agreement of Amendment of the lease states that, in February 2001, the City became entitled to seventy percent "of the license revenues" generated by luxury suites at the stadium from 2001 season, and February 2003 from the 2002 season. The City and the Eagles disputed whether the term "license revenues" for purposes of the Veterans Stadium lease was consistent with the

definition of the term "license revenues" in the Eagles' luxury suite leases. (The "Suite-flip Issue").

8. I directed Joe not to complete any stadium deal with the City absent a settlement of all outstanding claims against the Eagles, including the already-existing Suite-flip Issue.

9. I was particularly insistent that we not leave ourselves exposed to an unquantifiable lawsuit, with its attendant public exposure and waste of time, money, and resources while simultaneously paying more private dollars towards a new stadium than any other franchise in NFL history had done previously.

10. I personally attended the final negotiation session on the stadium deal, along with Joe Banner.

11. It was the first negotiating session I personally attended, and I did so specifically to emphasize the importance to the Eagles of resolving all outstanding claims against us as part of the Stadium Deal.

12. The City was represented in those negotiations by Dean Adler and William Rouse.

13. The City advised us that Messrs. Adler and Rouse spoke with the full authority of the City on all issues in the negotiation.

14. During the final negotiating session, Messrs. Rouse and Adler agreed on behalf of the City that the Suite-flip/Cancelled Game Issue would be settled by the Eagles making a minimal payment to the City.

15. I understood this to mean less than \$1 million.

16. Messrs. Rouse and Adler promised the Eagles that the City would "make this [the Suite-flip Issue] go away."

17. The City further promised that the Suite-flip Issue would be settled with no negative publicity, no prosecution of any legal proceeding, and no legal expenses.

18. Messrs. Adler and Rouse informed us that the Mayor did not want to include the resolution of the Suite-flip/Cancelled Game in the written documentation of the Stadium Deal.

Because this concerned us, we insisted that Messrs. Rouse and Adler confirm the Mayor's and the City's agreement to the settlement.

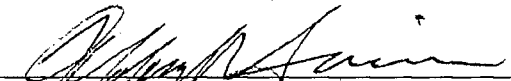
19. Messrs. Adler and Rouse initially told us that Mayor Street was in agreement, and that they (Messrs. Rouse and Adler) were authorized to speak for the Mayor and the City.

20. When we asked them to re-confirm the Mayor's agreement and their authority to bind the City, Messrs. Adler and Rouse left the room in which we had been meeting. They were gone for a long enough period of time that we believed they had, in fact, gone to speak with the Mayor.

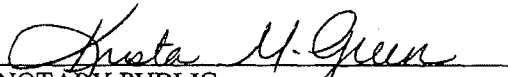
21. When they returned, Messrs. Adler and Rouse expressly assured us that, although the Suite-flip/Cancelled Game settlement was not in writing, we could rely on the Mayor's promise, which was being given with the full authority of all City officials necessary to the settlement.

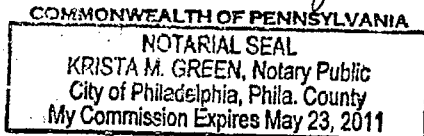
22. The Eagles at all times have been prepared to satisfy the settlement with the City: to pay a minimal amount to "make [the Suite-flip Issue] go away."

All of which I swear as being true and correct to the best of my knowledge, information and belief.


JEFFREY LURIE

Sworn to and
subscribed before me
this 18 day of
March, 2009.


NOTARY PUBLIC



CITY OF PHILADELPHIA	:	PHILADELPHIA COUNTY
	Plaintiff,	:
		:
v.		:
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PHILADELPHIA EAGLES, LLC	:	:
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COURT OF COMMON PLEAS
June Term, 2004
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AFFIDAVIT OF JOE BANNER

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS

I, JOE BANNER, being duly sworn according to law, depose and say:

1. I am President and Chief Operating Officer of the Philadelphia Eagles, LLC.
2. I have overseen the day-to-day operations of the team since May 1994.
3. I was the individual primarily responsible for Philadelphia Eagles' negotiations with the City of Philadelphia relating to the financing and construction of Lincoln Financial Field. (The "Stadium Deal").
4. Before the negotiations of the Stadium Deal began, it already was apparent that there was a disagreement between the Eagles and the City relating to the interpretation of a provision in the then-existing lease for Veterans Stadium. Specifically, a provision in the February 26, 1985 Agreement of Amendment of the lease states that, in February 2002, the City became entitled to seventy percent "of the license revenues" generated by luxury suites at the stadium from the 2001 season, and in 2003 they became entitled to 70% revenues from 2002 season. The City and the Eagles disputed whether the term "license revenues" should be interpreted in a manner consistent with the definition of "license revenues" in the leases for the luxury suites, or, as the City insisted, in a manner which would have included not only the "license revenues," as defined, but also, all of the costs of operating the luxury suites. (The "Suite-flip Issue").
5. I was clear, with everyone involved in the negotiations from day 1, that the Eagles would not complete a stadium deal which required the team to make the largest financial

contribution to the construction of a new stadium in National Football League history absent a resolution of all existing claims the City conceivably had against the Eagles, including settlement of the already-existing Suite-flip Issue.

6. Both Jeffrey Lurie and I specifically insisted that the Eagles would not pay \$350,000,000 towards the Stadium Deal and simultaneously leave ourselves exposed to an unquantifiable lawsuit, with its attendant public exposure and waste of time, money, and resources.

7. At first, the City refused to resolve its claims against the Eagles as part of the Stadium Deal.

8. Eventually, we reached a final substantial negotiating session. The final session took place in a center city law office. It was attended by teams of representatives for the City, the Eagles, and the Phillies – who were simultaneously negotiating their own stadium deal.

9. Bill Rouse and Dean Adler conducted the final negotiations with both the Eagles and the Phillies on behalf of the City, although we understood that Mayor Street and other City officials were in the building, in a separate conference room.

10. We had been expressly advised when Messrs. Rouse and Adler first became involved in the negotiations that they spoke with the full authority of the City on all issues related to both the Eagles and the Phillies stadium deals.

11. During the final session, the list of open issues was reduced to three, each of which was worth millions of dollars.

12. The City demanded that the Eagles give up: (1) a share of parking revenues each year; (2) any claim to unused site-clearing money; and, (3) the right to be treated equally to the Phillies.

13. The Eagles ultimately conceded on all three of the open issues, at a substantial cost to ourselves, but insisted, in return, that all outstanding claims against the Eagles be resolved – including the Suite-flip Issue.

14. Jeffrey Lurie attended the final negotiating session. It was the only negotiation session Mr. Lurie personally attended throughout the entire multi-year process, and he did so solely to emphasize to the City the importance, to the Eagles, of settling all outstanding claims against the Eagles as part of the Stadium Deal, including the Suite-flip Issue.

15. During the final negotiating session, Messrs. Rouse and Adler agreed on behalf of the City that the Suite-flip/Cancelled Game would be settled by the Eagles making an insubstantial payment to the City. We agreed that the payment would be small enough that it would have been neither an impediment nor a material obstacle to the completion of the Stadium Deal. To the Eagles, this meant a payment of less than \$1 million.

16. Specifically, Messrs. Rouse and Adler promised the Eagles that the City would "make this [the Suite-flip/Cancelled Game Issue] go away."

17. The City further promised that the Suite-flip/Cancelled Game Issue would be settled with no negative publicity, no prosecution of any legal proceeding, and no legal expenses.

18. Messrs. Adler and Rouse informed us that the Mayor did not want to include the resolution of the Suite-flip/Cancelled Game in the written documentation of the Stadium Deal. Because this concerned us, we insisted that Messrs. Rouse and Adler confirm the Mayor's and the City's agreement to the settlement.

19. Messrs. Adler and Rouse initially told us that Mayor Street was in agreement, and that they (Messrs. Rouse and Adler) were authorized to speak for the Mayor and the City.

20. When we asked them to re-confirm the Mayor's agreement and their authority to bind the City, Messrs. Adler and Rouse left the room in which we had been meeting. They were gone for a long enough period of time that we believed they had, in fact, gone to speak with the Mayor.


21. When they returned, Messrs. Adler and Rouse expressly assured us that, although the Suite-flip/Cancelled Game settlement was not in writing, we could rely on the Mayor's promise, which was being given with the full authority of all City officials necessary to the settlement.

22. The Eagles at all times have been prepared to satisfy the settlement with the City: to pay a minimal amount to "make [the Suite-flip Issue] go away."

23. The Street Administration, up until its final days, continued to assure us that they would finalize the settlement without additional litigation.

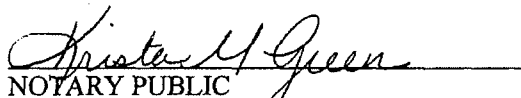
24. I promised Messrs. Adler and Rouse that the Eagles would do everything possible to avoid publicly identifying them as witnesses in this matter. The Eagles lived up to that promise but, ultimately, have been forced by the City to obtain Mr. Adler's affidavit and to seek to enforce the settlement.

All of which I swear as being true and correct to the best of my knowledge, information and belief.



JOE BANNER

Sworn to and
subscribed before me
this 18 day of
March, 2009.



NOTARY PUBLIC

