

MEMORANDUM OF AGREEMENT

BETWEEN

EMPIRE RFU GU AND NERFU GU

Dated as of April 8, 2015

This Memorandum of Agreement (“MOA”) is entered into this 16th day of March, 2015, by and between the Empire RFU Geographic Union (“Empire RFU GU”) and the NERFU Geographic Union (NERFU GU) (each a “Party” and collectively, the “Parties”), with respect to the location of playoff crossover games between the Parties for Senior Men’s Division 2 and 3 and Women’s Division 1 and 2 matches. Terms employed herein shall have the meaning set forth in the Bylaws of USA Rugby, or as defined in Article 6 below.

WHEREAS, the Parties wish to agree on a location to host the Senior Men’s Division 2 and 3 and Women’s Division 1 and 2 playoff crossover matches over the next four (4) competitive seasons, beginning with the 2014-2015 competitive season, and ending with the 2017-2018 competitive season. The Parties are agreed that such location shall be within the city limits of either Albany and/or Saratoga, New York, or, if such a location is not possible in any given year, within a forty-five (45) mile radius of the capital building in Albany, New York.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, in accordance with this MOA, intending to be legally bound, hereby agree as follows:

ARTICLE 1

LOCATION OF PLAYOFF CROSSOVER MATCHES

1.1 Location of Matches. The Parties shall mutually host the Senior Men’s Division 2 and 3 and Women’s Division 1 and 2 playoff crossover matches within the city limits of the city of Albany and/or Saratoga, New York. In the event that no field space may be secured in any year

of this MOA, an alternative location must be used within a forty-five (45) mile radius of the capital building in Albany, New York.

1.2 Unavailability of Fields. In the event that no location can be found within the territorial boundaries described above, all efforts shall be made to secure an alternative location as close to Albany, New York as possible. Such location(s) must be agreed to by the Parties.

1.3 Disputes. In the event that no location can be found within the city limits of Albany and/or Saratoga, New York, or within a forty-five (45) mile radius thereof, and no alternative can be mutually agreed upon by the Parties, any dispute shall be first taken to the Competitive Region Committee ("CR Committee"). If the CR Committee cannot come to a solution, or if any one Party does not wish to accept the decision of the CR Committee, an appeal may be made to the appropriate USA Rugby committee.

ARTICLE 2

TIMING OF CROSSOVER MATCHES

2.1 Date of Crossover Matches. The Parties shall mutually host the Senior Men's Division 2 and 3 and Women's Division 1 and 2 playoff crossover matches no later than two (2) weeks prior to the USA Rugby national championship round of eight (8) clubs. In the event that USA Rugby changes the structure of its national championships from the time of the signing of this MOA, any playoff crossover matches between the Parties shall be mutually held no later than two (2) weeks prior to any such USA Rugby sponsored playoff round.

2.2 Time of Crossover Matches. Unless mutually agreed otherwise by the Parties, the Senior Men's Division 2 and 3 and Women's Division 1 and 2 playoff crossover matches shall be held on a Saturday in accordance with section 2.1 above. The exact hour of any such matches shall be subject to field availability.

ARTICLE 3

FINANCIAL SUPPORT

3.1 Hosting Fees. The Parties shall mutually and equally share all costs and expenses associated with hosting the Senior Men's Division 2 and 3 and Women's Division 1 and 2 playoff crossover matches. This includes, but is not limited to, field rental or other park permits (excluding any such permits that allow a for-profit operation such as concession stands), rental of equipment necessary for the safety of the matches in accordance with World Rugby ("WR") regulations, referee fees and reimbursements and other mutually agreed costs as determined by the Parties.

3.2. Union Participation. The Parties agree to divide the total hosting cost by the number of teams involved in all of the playoffs. The per team cost will then be covered by their respective Union in full. In an instance where either Union fails to have a team qualify for a particular division's playoff, the cost of that playoff match will be covered entirely by the other Union.

3.3. Club Support. The Parties do not agree to share costs, or provide equal financial support to any participating Senior Men's Division 2 and 3 and Women's Division 1 and 2 clubs. Each Party shall determine on its own whether or not to financially support any such club and no decision of a Party shall bind the other Party to provide financial support to any club.

ARTICLE 4 **AMENDMENT AND WITHDRAWAL**

4.1 Amendment. This MOA may be amended only upon mutual consent of the Presidents of the Parties.

4.2 Withdrawal. Should either Party move to withdraw from this agreement before the 4 year term has expired, the withdrawing Party agrees to forego any claim to hosting a playoff match for either the Senior Men's Division 2 and 3 and Women's Division 1 and 2 within their union for a full calendar year from the notification of their withdrawal. Notification of withdrawal must be made via both electronic and postal mail services. Copies of the withdrawal notification must also be sent to the Competitive Region Committee.

ARTICLE 5 **COUNTERPARTS**

5.1 Counterparts. This MOA may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 6 **DEFINITIONS**

6.1 NERFU GU. NERFU GU is the New England Rugby Football Union Geographic Union, primarily consisting of clubs located within the states of Maine, Massachusetts, New Hampshire, Rhode Island and Vermont (with certain clubs within the state of New York and Connecticut).

6.2 Empire RFU GU. Empire RFU GU is the Empire Rugby Football Union Geographic Union, primarily consisting of clubs located within the states of New York and New Jersey (with certain clubs within the state of Connecticut not associated with NERFU GU).

6.3 Senior Men's Division 2 and 3. This shall mean the second and third level divisions of post-collegiate men's competition, as defined by USA Rugby.

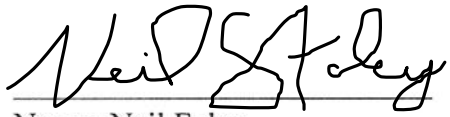
6.4 Senior Women's Division 1 and 2. This shall mean the first and second level divisions of post-collegiate women's competition, as defined by USA Rugby.

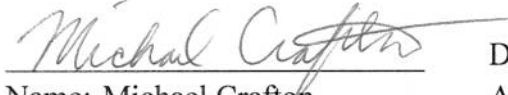
6.5 Playoff Crossover Match. This shall mean any match between Empire RFU GU and NERFU GU where the immediate result of such match is a seed to a USA Rugby national playoff competition.

6.6 Competitive Season. This shall mean the period from approximately Labor Day Weekend until the conclusion of the league season prior to the USA Rugby national playoff competition, including any Empire RFU GU or NERFU GU playoffs.

IN WITNESS WHEREOF, the Presidents of the Parties have executed this MOA, effective on the date first written above.

Signatures:

By:  Date: 4/8/2015
Name: Neil Foley
Title: President
NERFU GU
April 8, 2015

By:  Date: 4/8/15
Name: Michael Crafton
Title: President
Empire GU RFU
April 8, 2015