

Meeting Date
August 6, 2015



ADD ON	
AGENDA	
Section	New Business
Item No.	V A

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Stadium Complex Lease Agreement between Brevard County and USSSA
DEPT/OFFICE:	Commissioner Robin Fisher, District I County Commissioner

Requested Action:
 It is requested that the Brevard County Board of County Commissioners approve a Lease Agreement between Brevard County and USSSA, LLC, by and through UNITED STATES SPECIALTY SPORTS ASSOCIATION INC., its manager for use of the Stadium Complex consisting of Space Coast Stadium and the Carl Barger Training Complex.

Summary Explanation & Background:

On April 9, 2015 the BOCC approved Tri-Party Amendment of Leases and Assignment and Assumption Agreement by the Washington Nationals Baseball Club, the County of Brevard and the Viera Development Corporation. These agreements gave the County control of the entire "stadium complex" to include the Space Coast Stadium and the Carl Barger Training Complex allowing the Board to seek other operators for the stadium complex. After failed attempts at retaining the Nationals, the County engaged in active research and exploration with various organizations, including efforts to recruit a major league team, discussions with the Brevard County Manatees, and discussions with multiple youth/amateur sports organizations. The best candidate in terms of return on investment, highest and best use of the facility, and quality of life for our community is United States Specialty Sports Association (USSSA). The following highlights some important information about the organization.

- A Non-Profit organization USSSA is the World's Largest Multi-Sport Organization - Founded 1968
- Over 3.9M members
- Over 250,000 teams in 32 sports in the United States, Puerto Rico and Canada and growing
- Baseball, Slow-Pitch Softball, Fast-Pitch Softball, Basketball and 28 other sports
- 2014 host of 51 tournaments in Osceola (193 tournament days)
- All NPF (National Pro Fast-pitch) games are televised live nationally on the ESPN family of networks and/or through USSSA Live.
- Reported 27,000 room nights in September 2014 (Adult and Youth)

On May 26, 2015 the BOCC approved a Memorandum of Understanding (MOU) with USSSA, LLC by and through United States Specialty Sports Association Inc. The MOU addressed the intent of USSSA and the County to set forth the principal points of agreement relating to a ground lease and sub-ground lease that will be entered into by the parties relating to Space Coast Stadium, abutting baseball fields, baseball improvements, buildings, facilities and unimproved areas, as well as all improvements and equipment specified in the Lease Agreements.

This agenda item is presenting for approval the attached lease agreement contains the following substantive deal points:

Clerk to the Board instruction: Return two originals to County Manager's Office.

Exhibits Attached: Stadium Complex Lease Agreement with exhibits.

Contract /Agreement (If attached): Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 7, 2015

MEMORANDUM

TO: Stockton Whitten, County Manager

RE: Item V.A., Resolution and Lease Agreement with United States Specialty Sports Association, Inc. (USSSA) for Stadium Complex

The Board of County Commissioners, in regular session on August 6, 2015, adopted Resolution No. 15-122, providing for the Lease of the County owned Space Coast Stadium to the Not-For-Profit Corporation, USSSA, LLC, through its manager, United States Specialty Sports Association, Inc.; and approved a Lease Agreement between Brevard County and USSSA, LLC, by and through United States Specialty Sports Association, Inc. its manager for use of the Stadium Complex consisting of Space Coast Stadium and the Carl Barger Training Complex. Enclosed are two certified copies of the Resolution and two certified copies of the Lease Agreement for your action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (4)

cc: County Attorney
Contracts Administration
Asset Management
Finance
Budget

RESOLUTION No. 2015- 122

A RESOLUTION OF THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS PROVIDING FOR THE LEASE OF THE COUNTY OWNED SPACE COAST STADIUM TO THE NOT-FOR-PROFIT CORPORATION, USSSA, LLC, THROUGH ITS MANAGER, UNITED STATES SPECIALTY SPORTS ASSOCIATION, INC.; PROVIDING FOR AN OUTLINE OF THE TERMS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Washington Nationals lease of Space Coast Stadium and abutting property owned by Brevard County is due to expire on or before December 31, 2017; and

WHEREAS, because the bonds used to finance the construction of the Stadium have been paid off, the County is statutorily required to have the Space Coast Stadium under lease prior to the expiration of the Nationals lease in order to avoid the statutory expiration of all of the Tourist Development Tax levied by the County; and

WHEREAS, USSSA, LLC is a not-for-profit corporation; and

WHEREAS, in order to lease county-owned property to a not-for-profit corporation the Board of County Commissioners must pass this resolution with the findings set forth below;

NOW THEREFORE, BE IT RESOLVED BY THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

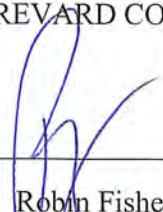
1. The recitals set forth above are incorporated herein as findings of the County Commission.
2. The County Commission finds that the lease of Space Coast Stadium will serve a public, county purpose by promoting tourism in the County based upon USSSA's guaranty of 75,000 hotel, motel and rental room nights in years one and two after the commencement of the lease and 100,000 room nights in each year thereafter during the term of the lease.
3. The term of the lease is 20 years, commencing April 1, 2016, provided USSSA will be a co-tenant with the Nationals through December 31, 2017 unless the Nationals exercise an option to vacate the Stadium Complex prior to that date. *There IS NO RENT.*
4. The Stadium Complex being leased by USSSA will be used by USSSA in the manner prescribed in Article 5 of the lease, including amateur sports tournaments and related activities, and will be used by the County or its designees for 75 community days.
5. Should USSSA or its assigns discontinue the use of the Stadium Complex for the purposes stated in the lease, the lease term shall immediately cease and the County shall have the right to re-enter and take possession of the leased premises.
6. This resolution is expressly incorporated in and made a part of the lease agreement.

There IS NO RENT.
fy

DONE AND RESOLVED, this 6th day of August, 2015.

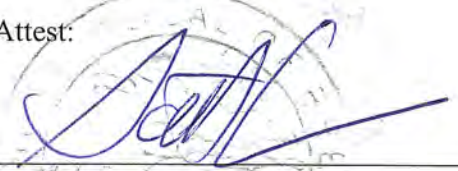
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

BY: _____


Robin Fisher, Chairman

(as approved by supermajority vote of the Board on August 6, 2015)

Attest:



Scott Ellis, Clerk

Agreement to incorporation of resolution into the lease:
USSSA, through its Manager:

BY: _____


CEO

STADIUM COMPLEX LEASE

THIS STADIUM COMPLEX LEASE (hereafter referred to as "**the Stadium Complex Lease**") **IS MADE THIS 3 DAY OF August, 2015** by and between USSSA, LLC through UNITED STATES SPECIALTY SPORTS ASSOCIATION INC., its Manager (hereafter referred to as the Tenant), and BREVARD COUNTY, a political subdivision of the State of Florida, (hereafter referred to as the Landlord), sometimes collectively referred to in this Stadium Complex Lease as "the Parties".

RECITALS

WHEREAS, For purposes of this Agreement, (i) the term "**FMB**" means Florida Marlins of Brevard, Ltd., a Florida limited partnership, (ii) the term "**FMBC**" means F.M.B.C. II, L.L.C., a Delaware limited liability company, (iii) the term "**BELP**" means Baseball Expos L.P., a Delaware limited partnership, (iv) and the term "**VDC**" and "**Viera**" mean Viera Development Corporation; and

WHEREAS, The Washington Nationals Baseball Club, a District of Columbia limited liability company (the Club), as an assignee, and the Landlord as an original party, are now parties to that certain agreement dated June 12, 1992 as amended by those certain Amendments of Agreement dated as of February 7, 2003 and April 6, 2015, (herein collectively referred to as the "**Nationals Agreement**"), all of which provide for the Club's lease of the stadium currently known as "Space Coast Stadium" and certain related facilities located in Brevard County, a copy of which is attached hereto as Exhibit A; and

WHEREAS, The Club and the Viera are the sole co-joint venturers of the joint venture (herein the "**Joint Venture**") known as Marlins-Viera that was formed in accordance with the terms of that certain Joint Venture Agreement of Marlins-Viera, dated December 9, 1993 (herein the "**Joint Venture Agreement**"), between VDC and FMB, as assigned by FMB to FMBC pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of January 19, 1999, as subsequently assigned by FMBC to BELP pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of November 17, 2005 and that certain Waiver and Consent Agreement dated November 17, 2005 (herein the "**2005 Waiver and Consent**") among VDC, FMBC and BELP, and as subsequently assigned by BELP to the Club pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of July 24, 2006 and the 2005 Waiver and Consent; and

WHEREAS, The Club, as successor in interest, and the Joint Venture are parties to that certain Twenty-Five Year Ground Lease dated December 10, 1993 (as assigned as described below), (herein the "**Ground Lease**" attached hereto as Exhibit B), originally by and between FMB (as ground lessee) and the Joint Venture (as ground lessor), as assigned by FMB to FMBC pursuant to that certain Assignment and Assumption of Ground Lease dated as of January 19, 1999, as subsequently assigned by FMBC to BELP pursuant to that certain Assignment and Assumption of Ground Lease dated as of November 17, 2005, as subsequently assigned by BELP to the Club pursuant to that certain Assignment and Assumption of Ground Lease dated as of July 24, 2006. Pursuant to the Ground Lease, the Club leased the Leased Land (as defined in the Ground Lease) which is shown on Exhibit C to this Stadium Complex Lease. The Club assigned the Ground Lease to Landlord pursuant to the Tri-Party Amendment of Leases and Assignment and Assumption Agreement dated April 6, 2015.

NOW, THEREFORE, FOR VALUE RECEIVED and in consideration of the promises, agreements, covenants and conditions set forth in this Stadium Complex Lease agreement and Exhibits to this Stadium Complex Lease, the Parties agree as follows:

**ARTICLE 1
GENERAL LEASE TERMS**

Section 1.1 Definitions and Usage. Unless the context shall otherwise require, words with all capitalized letters, as used in this Stadium Complex Lease, shall have the meanings assigned to them in the of Defined Terms attached hereto as Appendix A, which also contains rules as to usage that shall be applicable herein.

Section 1.2 Recitals. The Recitals are incorporated into the terms of this Stadium Complex Lease.

Section 1.3 Nationals Agreement. This Stadium Complex Lease is subject to the terms and conditions set forth in the Nationals Agreement, which is attached to this Stadium Complex Lease as Exhibit A.

Section 1.4 Ground Lease. In addition to the terms of this Stadium Complex Lease, the portion of the Stadium Complex described in the Ground Lease attached as Exhibit B to this Stadium Complex Lease, is expressly subject to the terms and conditions of that Ground Lease until the termination or expiration of that Ground Lease.

**ARTICLE 2
GRANT OF LEASEHOLD ESTATE**

Section 2.1 Grant. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, Landlord does hereby lease, let, demise, and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Landlord, the "Stadium Complex" which include the following:

(a) Space Coast Stadium in Brevard County, Florida, including all land shown on Exhibit C whether owned by the Landlord or leased to the Landlord under the Ground Lease, together with all existing or other improvements (the "Improvements") from time to time located on the Stadium Complex and all appurtenances relating to any of the same;

(b) All air rights and air space above the Stadium Complex;

(c) The right to utilize on an exclusive basis all Improvements located beneath the Stadium Complex; and

(d) Uninterrupted access to and egress from the Stadium Complex and any other Improvements from time to time located on the Stadium Complex.

2.1.1. The Landlord shall deliver the Stadium Complex in workable condition, which shall be defined to mean that (i) the Stadium Complex is safe and structurally sound and (ii) the Tenant can use the Stadium Complex for future events of a caliber consistent with Tenant's past events at other locations, without making any Capital Repairs (as said term is defined in the Stadium Complex Lease) other than those agreed upon by the Landlord and Tenant in the manner prescribed in subsection 2.1.2. below.

2.1.2. The Landlord will continue its annual capital repair program for FY 2015-16 and FY 2016-17. USSSA will agree to share the cost of an inspection, to be obtained no later than January 1, 2016 for the Stadium Complex. The inspector shall be mutually agreeable to USSSA and the County. USSSA will negotiate in good faith with the County with respect to any needed structural repairs and repairs for conditions that may seriously endanger the safety of occupants or users of the Stadium Complex, if any, that are reflected on the inspection reports. The Landlord will have the option of undertaking the agreed upon repairs or the Tenant shall undertake the agreed upon repairs and the Landlord shall reimburse the Tenant for the costs of such repairs up to a maximum total of \$500,000 in the Landlord's 2015-2016 fiscal year, and an additional maximum total of \$500,000 in the Landlord's 2016-2017 fiscal year for a combined total that does not exceed one million dollars (\$1,000,000.00). In the event of any dispute over the issues as to whether a "structural repair" or "repair for conditions that may seriously endanger the safety of occupants and users of the Stadium Complex" the Landlord and Tenant agree to use the dispute resolution process set forth in Article 17 of this agreement.

2.1.3. Subject to the Nationals Agreement and without limiting or reducing any of Landlord's covenants contained in Sections 2.2 or 2.3 of this Stadium Complex Lease, Tenant agrees that Landlord is leasing to Tenant all of Landlord's right, title and interest in and to the Stadium Complex.

2.1.4 **Sublet of Ground Lease to Tenant.** Conditioned upon the receipt of the express consent of the Joint Venture, Landlord hereby sublets to the Tenant the property described in the Ground Lease and Tenant shall at all times conform and abide by the terms and conditions of that Ground Lease, which are incorporated by reference as though part of this Stadium Complex Lease as additional covenants and obligations of the Tenant applicable solely to the leased premises described in the Ground Lease.

Section 2.2 Delivery of Possession: Covenant of Quiet Enjoyment

2.2.1 **Delivery of Possession.** On the Commencement Date, Landlord will deliver to Tenant exclusive possession and occupancy of the Stadium Complex free of all tenancies and parties in possession of such Stadium Complex (other than those arising by, through or under Tenant), subject only to the Encumbrances set forth on Exhibit E attached hereto (the "Permitted Encumbrances") and Mechanic's Liens and other Encumbrances arising by, through or under Tenant under this Stadium Complex Lease. Landlord shall deliver the Stadium Complex to Tenant on the Commencement Date in good condition and repair and in a clean and orderly condition, but the foregoing shall not require Landlord to repair or clean any conditions created by Tenant's early occupancy of the Stadium Complex. Tenant acknowledges that Tenant shall not receive possession of the minor league fields and training facility until October 1, 2016. Tenant will have no obligation to maintain the minor league fields or training facility until it receives possession.

2.2.2 **Covenant of Quiet Enjoyment.** Landlord covenants for the Lease Term that Tenant, upon keeping, observing and performing the terms, covenants and conditions of this Stadium Complex Lease to be kept, observed and performed by Tenant, shall and may quietly and peaceably hold, occupy, use, and enjoy the Stadium Complex without ejection or interference by or from Landlord or any other Person (other than Persons claiming by, through or under Tenant), subject only to Encumbrances arising by, through or under the Permitted Encumbrances, and the power of eminent domain and the police power of Governmental Authorities under applicable Governmental Rules.

Section 2.3 Leasehold Priority. Landlord covenants that Tenant's leasehold interest in, and other rights to, the Stadium Complex arising under this Stadium Complex Lease shall be senior and prior to any Lien (other than the Permitted Encumbrances) existing, created or arising in connection with the acquisition, development, construction or financing of the Stadium Complex or any portion thereof. Landlord shall provide Tenant with an ALTA leasehold/owner's title insurance policy through a title agent selected by Tenant reflecting that there are no such superior Liens, affecting the Stadium Complex other than the Permitted Encumbrances. The foregoing does not extend to any Liens arising by, through or under Tenant or its agents acting in such capacity.

ARTICLE 3 LEASE TERM

Section 3.1 Lease Term. The term of this Stadium Complex Lease (the "Lease Term") shall be twenty (20) years commencing at 12:01 a.m. on April 1, 2016, for the commencement of the Primary Term (the "Commencement Date") and shall end, unless sooner terminated in accordance with the provisions of this Stadium Complex Lease, at 11:59 p.m. on March 31, 2036 (the Lease Expiration Date). Unless sooner terminated, the Lease Term shall consist of the Primary Term and the Renewal Terms, which shall run sequentially. Prior to the Commencement Date, Tenant shall not have the right to use or occupy the Stadium Complex other than pursuant to the terms and conditions of the Nationals Agreement, which use or occupancy shall not be deemed to be acceptance of the Project Improvements Work or commencement of the Lease Term.

Section 3.2 Renewal Terms. Provided that (i) this Stadium Complex Lease is then in full force and effect, (ii) that the Ground Lease is extended for the same period as the Renewal Term, and (iii) that no uncured Tenant Default then exists, Landlord grants to Tenant the right and option to extend the Lease Term of this Stadium Complex Lease, upon the same terms, conditions and provisions as are contained in this Stadium Complex Lease, for up to two (2) consecutive periods of ten (10) years each after the expiration of the Primary Term (each a "Renewal Term") which shall commence at 12:00 a.m. on the day immediately following the last day of the Primary Term or first Renewal Term, as the case may be, and end at 12:00 a.m. on the last day of each consecutive tenth (10th) Lease Year thereafter, to the extent applicable. Tenant's options to extend the Lease Term of this Stadium Complex Lease shall be exercisable by written notice from Tenant to Landlord given no later than two (2) years prior to the expiration of the Primary Term, and two (2) years prior to the expiration of the first Renewal Term. If not so exercised, Tenant's remaining options to extend the Lease Term shall thereupon expire automatically without notice.

ARTICLE 4 CONSIDERATION, UTILITIES, TAXES, FEES AND ASSESSMENTS

Section 4.1 Consideration. Provided Tenant is in compliance with all other terms and conditions of this Stadium Complex Lease, the Tenant covenants and agrees to pay to Landlord an annual rental of \$10.00 per year during each Lease Year in the Lease Term, and during each year of any Renewal Term thereof, for the use and occupation of the Stadium Complex in the manner prescribed under the terms and conditions of this Stadium Complex Lease. In addition the Landlord and Tenant agreements, promises, covenants and conditions set forth in the attached Exhibit D are deemed consideration exchanged between the Parties for this Stadium Complex Lease.

Section 4.2 Utilities. Tenant shall pay, or cause to be paid, all utilities used or consumed at or in the Stadium Complex, including but not limited to, all water, gas, electricity, fuel and garbage pick-up and disposal.

Section 4.3 Taxes, Fees and Assessments. Unless exempt, waiveable and actually waived by the governing body with jurisdiction and subject to the reimbursement conditions set forth in paragraph 13 of Exhibit D to this Stadium Complex Lease, Tenant shall be responsible for paying any applicable ad valorem taxes, special assessments, non-ad valorem assessments, stormwater fees, impact fees or other taxes, fees or assessments that may be imposed on the Stadium Complex, Improvements, intangible or tangible personal property related to or located on the Stadium Complex, by any governmental entity or community development district with jurisdiction. The County will in good faith work with USSSA to maintain the tax exempt status on the Stadium Complex that is currently owned by the County.

ARTICLE 5 USE AND OCCUPANCY; PERMITTED USES

Section 5.1 Permitted Uses. Subject to the Nationals Agreement, during the Lease Term, Tenant shall have the right to use and occupy the Stadium Complex for the following purposes (collectively, the "Permitted Uses"):

- (a) The operation of amateur or professional baseball, soccer, football and other field sports including, without limitation, related presentation and broadcasting (or other transmission) of games; training; practices; exhibitions; All-Star Games; promotional activities and events; community and public relations activities; maintenance and operation of the Stadium and related facilities; the exhibition of advertising, marketing of games and other events; ticket sales; fantasy camps; and any and all other activities which, from time to time, are customarily conducted by or are related to the operation of the business of an amateur sports complex.
- (b) The exhibition, presentation and broadcasting (or other transmission) of other amateur or professional sporting events, exhibitions and tournaments, musical performances, theater performances and other forms of live entertainment, public ceremonies, fairs, markets, fireworks displays, shows, or other public or private exhibitions and activities related thereto;
- (c) Sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in sports and entertainment facilities;
- (d) Conducting public tours of the Stadium Complex;
- (e) Sales of amateur sports related items from kiosks, carts and similar movable or temporary facilities;
- (f) Office use by Tenant and any of its sub-tenants or amateur or professional sports related licensees;
- (g) Storage of maintenance equipment and supplies used in connection with the Stadium Complex or all other Permitted Uses, including grounds keeping vehicles;
- (h) Public and private parking in designated parking areas located on the Stadium Complex;

(i) Other uses reasonably related or incidental to any of the foregoing or not inconsistent with any of the foregoing.

5.1.1. Community Days. Subject to the Nationals Agreement, USSSA agrees to make Stadium Complex available for Permitted Uses designated in section 5.1(b), (h) and (i) sponsored by the Landlord, or Landlord approved community organizations or institutions for at least seventy-five (75) Community Days throughout each year of the Stadium Complex Lease.

Section 5.2 Prohibited Uses. Tenant shall not use, or permit the use of, the Stadium Complex for any other or additional purpose that is not a Permitted Use without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the Permitted Uses hereunder, Tenant agrees that it shall not (collectively, the "Prohibited Uses"):

(a) subject to the provisions of Article 6 as to Additional Work (but only during the performance of any such Additional Work), create, cause, maintain or permit any public or private nuisance in, on or about the Stadium Complex; or

(b) use, allow or permit the Stadium Complex to be used for any purpose which violates any governmental law, ordinance or rule, or which violates any Permitted Encumbrance; or

(c) use or allow the Stadium Complex to be used as (i) a sexually-oriented business, (ii) an industrial site, or (iii) a waste disposal site.

The provisions of this Section 5.2 shall inure to the benefit of, and be enforceable by Landlord. No other Person, including any invitee, patron or guest of the Stadium Complex shall have any right to enforce the prohibitions as to the Prohibited Uses.

Section 5.3 Compliance with Governmental Laws and Regulations. Tenant shall, throughout the Lease Term, within the time periods permitted by applicable governmental laws and regulations, comply or cause compliance with all governmental regulations applicable to the Stadium Complex, including but not limited to, any laws or regulations applicable to (i) the manner of use or the maintenance, repair or condition of the Stadium Complex or (ii) any activities or operations conducted in or about the Stadium Complex. Tenant shall, however, have the right to contest the validity or application of any governmental regulation, and if Tenant promptly contests and if compliance therewith is legally held in abeyance during such contest without the imposition of any Liens on the Stadium Complex then Tenant may postpone compliance until the final determination of such contest, provided that such contest is prosecuted with due diligence. However, Tenant shall not postpone compliance with the applicable regulation if doing so would impair the structural integrity of the Stadium Complex, subject Landlord to any prosecution for a criminal act, or cause the Stadium Complex to be condemned or vacated.

Section 5.4 Rights of Tenant to Revenues. Tenant shall be entitled to, and is hereby granted (subject to Sections 5.2 and 5.3) the exclusive right to, contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the Stadium Complex, including, without limitation, all gross revenues, royalties, license fees, concession fees and income and receipts of any nature, including, without limitation, those arising from:

(a) all Advertising Rights, if any

- (b) all Broadcast Rights, if any
- (c) parking,
- (d) promotion of events at the Stadium Complex,
- (e) the sale of admission tickets, food, beverages, merchandise, programs and other goods and wares of any nature whatsoever from events held or sponsored by the Tenant at the Stadium Complex and
- (f) all Telecommunications Rights, if any.

Section 5.5 Seat Rights. Tenant shall have the right to sell or grant rights to purchase future tickets for all seats, club seats, and luxury suites (collectively called, "Seat Rights"). All Seat Rights shall be subject and subordinate to the provisions of this Stadium Complex Lease and shall survive the termination or expiration of this Stadium Complex Lease. The Tenant shall have no responsibility or obligation to sell Seat Rights and the Landlord shall not have any liability or responsibility to assure the sale of Seat Rights. Tenant shall be entitled to, and is hereby granted (subject to Sections 5.2, 5.3 and 5.4) the exclusive right to, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature realized by, from or in connection with the sale or other distribution of Seat Rights, tickets or passes (including general admission) for any seats in the Stadium, provided, however, the foregoing shall not release the Tenant from any obligation to pay any taxes to any Governmental Authority.

ARTICLE 6 OPERATION, MAINTENANCE, AND REPAIR

Section 6.1 Operating Covenant. During the Lease Term, Tenant covenants to (i) operate the Stadium Complex and Concession Improvements, or cause the Stadium Complex and Concession Improvements to be operated, in a manner reasonably consistent with other Comparable Facilities, (ii) perform, or cause to be performed, all Maintenance and Non-Capital Repair Work with respect to the Stadium Complex and Concession Improvements in accordance with this Article 6, (iii) perform, or cause to be performed, all Casualty Repair Work in accordance with Article 12, (iv) perform, or cause to be performed, all Condemnation Repair Work in accordance with Article 13, and (v) bear, pay and be responsible for all costs and expenses necessary for Tenant to fulfill the obligations of Tenant under this Stadium Complex Lease.

The obligations of Tenant contained in this Article 6 are subject to the provisions in (i) Article 12 with respect to Casualty, (ii) Article 13 with respect to any Condemnation Actions, and (iii) Section 6.10 with respect to Landlord's Expenses.

6.1.1. Tenants Authority Over Stadium Complex. Subject to the terms set out in this Stadium Complex Lease to the contrary and without limiting the operating, maintenance and repair covenants and standards set forth in this Section 6.1 and Section 6.2, (i) Tenant shall have, and is hereby granted, the exclusive right, power, authority and obligation to direct all aspects of the operation, management and control of the Stadium Complex and Concession Improvements, at all times during the Lease Term, (ii) Tenant shall have such discretion in the operation, management and control of the Stadium Complex and Concession Improvements as may be needed to perform efficiently its responsibilities under this Stadium Complex Lease, and (iii) Tenant shall be permitted to enter into such licenses and sub-tenancies, grant such concessions, engage such third party vendors and contractors and enter into such other agreements or

arrangements with other Persons as Tenant deems necessary, advisable or desirable to fully enjoy and exploit such rights and fully perform, or cause the performance of, such obligations. In such activities, all contracts entered into by Tenant shall be subject and subordinate to the terms of this Stadium Complex Lease.

Section 6.2 Maintenance and Repairs

6.2.1. Tenant's Obligation. Tenant shall, throughout the Lease Term, do the following (collectively, the "Maintenance and Non-Capital Repair Work"):

(a) Perform all Maintenance and all Non-Capital Repairs, or cause the performance of all Maintenance and all Non-Capital Repairs, necessary to keep and maintain the Stadium Complex and Concession Improvements (i) in compliance with all applicable government laws, regulations and codes and (ii) in good condition and repair; and

(b) Maintain and keep, or cause to be maintained and kept, the Stadium Complex and Concession Improvements in a clean, neat and orderly condition given the nature and use of the Stadium Complex and Concession Improvements.

Section 6.3 Changes, Alterations and Additional Improvements. Subject to the limitations and requirements contained elsewhere in this Stadium Complex Lease, Tenant shall have the right at any time and from time to time to construct additional or replacement Improvements on the Stadium Complex and to make changes and alterations in, to or of the Stadium Complex and Concession Improvements ("Additional Improvements"), subject, however, in all cases to the terms, conditions and requirements of this Section 6.3. For purposes of this Stadium Complex Lease, "Additional Work" collectively shall refer to (i) construction or installation of any such Additional Improvements under this Section 6.3, (ii) Maintenance and Non-Capital Repair Work required under Section 6.2, and (iii) any other construction, installation or repair work in, to or of the Stadium Complex or Concession Improvements required or permitted to be done as a result of Casualty damage under Section 12.1 or condemnation under Section 13.2. The performance of Additional Work shall, in all cases, comply with the following requirements and conditions:

(a) Any Additional Work that materially alters the nature or character of the Stadium Complex or any material portion thereof (collectively and individually, any "Material Additional Work"), shall be subject to the following procedures and requirements:

(i) Tenant shall deliver all schematic design plans for the proposed Material Additional Work at least thirty (30) days prior to the commencement of any such Work. Upon receipt from Tenant of any Additional Work Submission Matters regarding proposed Material Additional Work, the Landlord Representative shall review the same and shall promptly (but in any event within thirty (30) days after receipt) give Tenant notice of the approval or non-approval of the Landlord Representative, which approval shall not be unreasonably withheld, provided any non-approval shall set forth in reasonable detail the reasons for any such non-approval.

(ii) If the Landlord Representative gives Tenant notice of non-approval of any of the Additional Work, Tenant shall have the right within fifteen (15) days after the date of such notice to resubmit any such Additional Work to the Landlord Representative, modified as necessary in response to the Landlord Representative's reasons for non-approval. All subsequent resubmissions of proposed Additional Work by Tenant must be made within fifteen (15) days after the date of notice of non-approval from the Landlord Representative as to the prior resubmission. Any resubmission shall be

reviewed by the Landlord Representative within fifteen (15) days after the original Additional Work Submission Matter.

(iii) Upon the approval by the Landlord Representative Work Submission Matters, Tenant may commence such approved Material Additional Work and prosecute such approved Material Additional Work without any further approval by Landlord or the Landlord Representative.

(b) All Additional Work shall, once commenced, be made with due diligence (subject to Excusable Tenant Delay) and shall be completed in accordance with the provisions of this Stadium Complex Lease, in a good and workmanlike manner and in compliance with all applicable Governmental laws and regulations.

(c) Any Additional Work shall, when completed, be of such a character as not to reduce the utility of the Stadium Complex below the utility immediately before such Additional Work and shall not weaken or impair the structural integrity of the Stadium Complex;

(d) The cost of any Additional Work shall be paid in a commercially reasonable manner to cause the Stadium Complex to be free from all Liens or security interests for the cost of such Additional Work, subject to Tenant's right to dispute any Lien or claim of Lien pursuant to Section 6.7;

(e) Prior to the Commencement of any Additional Work, at all times during the performance of such Additional Work, and at all times thereafter that anyone other than Landlord or Tenant has an insurable interest in the Additional Work, all insurance required under Section 9.1.2 shall be in full force and effect as required thereunder;

(f) All Material Additional Work shall, once commenced, be completed in accordance with all design plans approved by Landlord; and

(g) To the extent any Additional Work involves Capital Repairs that are not performed by Tenant's employees and Tenant desires to be reimbursed for the resulting Capital Repair Expenses out of the ARR Fund under Article 7, such Capital Repairs must be performed on an arms-length, bona fide basis by Persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances.

Section 6.4 No Substitute for Permitting Processes. The review for compliance by Landlord of any matter submitted to Landlord pursuant to Section 6.3 shall not constitute a replacement or substitute for, or otherwise excuse Tenant from, all permitting processes of Governmental Authorities applicable to the Stadium Complex or the Additional Work.

Section 6.5 Work Performed on Project-General Requirements. Tenant shall not do or permit others to do any Additional Work unless Tenant shall have first procured and paid for all permits and authorizations then required by all applicable Governmental Authorities for the work being performed. All such Additional Work shall be:

(a) prosecuted with due diligence in a good and workmanlike manner in accordance with standard construction practices for construction, repair, renewal, renovation, demolition, rebuilding, addition or alteration, as the case may be, of improvements similar to the Stadium Complex using qualified workers and subcontractors, and in compliance with the provisions of this Stadium Complex Lease; and

(b) completed with all reasonable dispatch, free of any Liens and encumbrances other than the Permitted Encumbrances.

Section 6.6 Landlord's Joinder in Permit Applications. Landlord agrees, with reasonable promptness after receipt of a written request therefor from Tenant and at Tenant's reasonable cost and expense, to execute, acknowledge and deliver (or to join with Tenant in the execution, acknowledgment and delivery of) in its capacity as the owner of the fee interest in the Stadium Complex, as necessary:

a) any and all applications for licenses, permits, transfers of permits, vault space, alley closings or other authorizations of any kind or character required of Tenant by any Governmental Authority in connection with the construction, operation, alteration, repair or demolition, in accordance with this Stadium Complex Lease, of the Stadium Complex; and

(b) easements and/or rights-of-way for public utilities or similar public facilities over and across portions of the Stadium Complex, for a term not exceeding the then remaining Lease Term, which may be useful and/or necessary in the proper economic and orderly development or operation of the Stadium Complex for the permitted uses specified in paragraph 5.1.

Section 6.7 Mechanics' Liens and Claims. If any Lien or claim of Lien, whether choate or inchoate (collectively, any "Mechanic's or Construction Lien") shall be filed against the interest of Landlord or Tenant in the Stadium Complex or against Landlord or any property of Landlord by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Stadium Complex by or on behalf of Tenant and subject to Landlord timely fulfilling its payment obligations Article 6 of this Stadium Complex Lease, Tenant shall, at its sole cost and expense, after notice of the filing thereof but in no event less than sixty (60) days prior to the foreclosure of any such Mechanic's Lien, cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Landlord by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Tenant's leasehold interest. If Tenant fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is at least sixty (60) days prior to the foreclosure thereof, then Landlord shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Landlord timely fulfilling its payment obligations under Article 6 of this Stadium Complex Lease, Tenant shall reimburse Landlord within fifteen (15) days after demand therefor for amounts paid, together with interest on such amounts at the Default Rate from the date such amounts are paid by Landlord until reimbursed by Tenant, together with reasonable attorneys' fees, costs and expenses so incurred by Landlord, without regard to any defense or offset that Tenant has or may have had against such Mechanic's Lien claim.

Section 6.8 Tenant's Remedial Work. Tenant shall be responsible for performing or causing to be performed, and for paying the cost of performing, any and all corrective or remedial actions required by applicable Governmental laws or regulations to be performed with respect to Tenant's Remedial Work which includes:

(a) any Environmental Event caused by Tenant, or any of its agents, Space Tenants, contractors, or subcontractors at any time, or

(b) any Hazardous Materials that are introduced to the Stadium Complex on or after the Commencement Date.

Tenant shall promptly inform Landlord and all applicable Governmental Authorities of any Environmental Event or Hazardous Materials discovered by Tenant (or any agent, contractor or subcontractor of Tenant) in, on or under the Stadium Complex and promptly shall furnish to Landlord any and all reports and other information available to Tenant concerning the matter. Tenant shall thereafter promptly consult with Landlord as to the steps to be taken to investigate and, if necessary, remedy such matter. Tenant shall select an independent environmental consultant to evaluate the condition of the Stadium Complex and materials thereon and therein, at Tenant's cost and expense. If it is determined pursuant to such evaluation that remediation of the same is required by this Section 6.8, then Tenant shall perform Tenant's Remedial Work at its own cost and expense and with due diligence.

Section 6.9 Landlord's Remedial Work. Landlord shall be responsible for performing or causing to be performed, and for paying the cost of performing, Landlord's Remedial Work which shall mean any and all corrective or remedial actions required by applicable Governmental laws or regulations to be performed with respect to:

- (a) any Environmental Event caused by Landlord or any of its agents, contractors or subcontractors or
- (b) any Hazardous Materials that were introduced to the Stadium Complex before the Commencement Date (but excluding Hazardous Materials introduced by Tenant or its agents, Space Tenants, contractors or subcontractors at any time).

Landlord shall promptly inform Tenant and all applicable Governmental Authorities of any such Environmental Event or any Hazardous Materials discovered by Landlord (or any agent contractor or subcontractor of Landlord) in, on or under the Stadium Complex and promptly shall furnish to Tenant any and all reports and other information available to Landlord concerning the matter. Landlord shall thereafter promptly consult with Tenant as to the steps to be taken to investigate and, if necessary, remedy such matter. Landlord shall select an independent environmental consultant to evaluate the condition of the Stadium Complex and materials thereon and therein, at Landlord's cost and expense. If it is determined pursuant to such evaluation that remediation of the same is required by this Section 6.9, then Landlord shall perform, or cause to be performed, Landlord's Remedial Work at its own cost and expense and with due diligence.

Section 6.10 Landlord Expenses. Except to the extent that other provisions of this Stadium Complex Lease expressly require Tenant to bear, pay and be responsible for any of the following, Landlord shall be obligated to bear, pay and be responsible for all Condemnation Expenses, if any, required to be paid by Landlord under Article 13 and all costs and expenses of Landlord's Remedial Work.

Section 6.11 Joint Landlord/Tenant Capital Replacement or Repair Expenses. Up to and through the anniversary date of this Stadium Complex Lease occurring three (3) years prior to the Lease Expiration date, Capital Repair Expenses attributable to any catastrophic failure of any part or parts of the foundation, structure or structural support members of the Stadium Complex that (i) does not result from an Insured Casualty Risk, (ii) is not caused by the failure of Landlord or Tenant to otherwise satisfy their obligations under Article 6, and (iii) is not caused by the willful misconduct of Landlord or Tenant or any of their respective agents, or contractors acting on their behalf shall be dealt with as follows: If Landlord and Tenant agree, then such Capital Repair Expenses shall be borne 50% by the Tenant and 50% by the Landlord. If Landlord and Tenant cannot agree to split the expense on a 50/50 or other basis, then either Landlord or Tenant can choose to pay for the entire cost of the repairs. If neither Party decides to pay for the repairs, Tenant can determine how it will continue to use and operate the Stadium Complex, including discontinuing its use of portions of the Stadium Complex, provided, however, Tenant shall not use any

portion of the Stadium Complex which would be unsafe. During the final three years of this Stadium Complex Lease, any such catastrophic failure shall be grounds for either party to terminate this Stadium Complex Lease without further recourse or liability under the terms of the Stadium Complex Lease. Any dispute between the Landlord and Tenant arising out of the circumstances described in this paragraph shall be resolved in the manner prescribed in Article 17 of this Stadium Complex Lease.

Section 6.12 Maintenance and Warranty Contracts. Landlord covenants and agrees that, without the prior consent of Tenant, Landlord will not voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer any Maintenance or Warranty Contracts to any Person other than Tenant. Further, Landlord agrees that Tenant is a third-party beneficiary of any Maintenance and Warranty Contracts procured on the Stadium Complex Improvements, systems or equipment and hereby conveys, transfers and assigns to Tenant as of the Commencement Date any such Maintenance and Warranty Contracts applicable to the Stadium Complex, together with the nonexclusive right to enforce any and all of the respective obligations of any Person under such Maintenance and Warranty Contracts during the Lease Term, including, but not limited to, any and all representations and warranties thereunder. Each Party agrees that it will not amend, modify, terminate, cancel, release or surrender any Maintenance and Warranty Contract without the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Neither Tenant nor Landlord shall have any obligation whatsoever to enforce the Maintenance and Warranty Contracts.

The right of Tenant to enforce the respective obligations of any Person under any Maintenance and Warranty Contract is independent of and separate from the rights of Landlord to enforce the same and shall in no manner limit or reduce the rights of Landlord to enforce the same. After the Commencement Date, Landlord's sole right to enforce the Maintenance and Warranty Contracts and share in any recoveries thereunder shall be limited to the items covered by such Maintenance and other Warranty Contracts that constitute Landlord's Expenses. The Parties agree that each will cooperate with the other in prosecuting any and all warranty and similar claims under any and all contracts or agreements with third parties for the design, construction, supply, alteration, improvement, maintenance or renewal of the Stadium Complex (each a "Warranty Claim"). All recoveries from any such Warranty Claims shall be applied, first, to the cost of collection, second, on a proportional basis to Landlord and Tenant to (i) reimburse Tenant for the cost and expenses incurred in order to repair, restore, renew or replace any part of the Stadium Complex as to which such Warranty Claim relates and which have not been paid out of the ARR Fund and (ii) to reimburse Landlord for amounts paid to Tenant under Section 6.10 for Landlord's Expenses relating to such Warranty Claim or to reimburse Landlord for costs for which Landlord is entitled to reimbursement from Tenant under Section 6.2.2 relating to such Warranty Claim and third, any remaining amounts shall be deposited into the ARR Fund. Any such deposits into the ARR Fund shall not reduce or offset Tenant's Annual ARR Fund Deposits.

ARTICLE 7

FUND FOR ASSET RENEWAL, REPLACEMENT, CAPITAL IMPROVEMENT OR CAPITAL REPAIRS

Section 7.1 Asset Renewal, Replacement, Capital Improvement and Capital Repair Fund. The Landlord and Tenant shall establish and maintain a joint ARR account for the purpose of serving as a segregated asset renewal, replacement, and capital improvement fund (the "ARR Fund") and hold and disburse the funds required to be deposited in the ARR Fund, all in accordance with this Article 7. The ARR Fund shall not be available to pay for any Landlord's Expenses. Except as otherwise provided in this Article, neither the Landlord nor the Tenant shall create, incur, assume or permit any Lien on the ARR Account, ARR Fund or any proceeds thereof. The ARR Fund, including the collected balance in the ARR

Account, shall be delivered to the Tenant within thirty (30) days after the Lease Expiration Date. Notwithstanding the foregoing, if a Tenant Default or Potential Tenant Default exists on the Lease Expiration Date, (i) the collected balance in the ARR Fund shall not be delivered to the Tenant until such Tenant Default or Potential Tenant Default is cured or otherwise resolved and (ii) until such Tenant Default or Potential Tenant Default is cured or otherwise resolved, the Landlord may use the collected balance in the ARR Fund to reimburse Landlord for reasonable out-of-pocket costs incurred by Landlord in curing any such Tenant Default or Potential Tenant Default. Notwithstanding anything in this Stadium Complex Lease to the contrary, Tenant's financial responsibility with respect to Capital Repair Expenses shall not be limited to the amount of funds in the ARR Fund, but shall be determined in accordance with the terms of this Lease.

Section 7.2 Tenant's Control of ARR Fund. The Tenant shall have control of the proceeds in the ARR Fund and may use those proceeds to pay or be reimbursed for the cost of any capital improvement, Capital Repair Expense, renewal or replacement or for any aggregate series of such improvements the total costs for which:

- (a) exceeds \$250,000 and are agreed upon by the Landlord and Tenant, or
- (b) are less than \$250,000.

Section 7.3 Annual ARR Fund Deposit.

7.3.1 Tenants Deposit. On the first anniversary date of the Commencement Date and on that same date in each Lease Year thereafter for the first ten years of the Lease Term, Tenant shall deposit or cause to be deposited into the ARR Fund the total amount of \$250,000, without offset or deduction other than as expressly provided in this Stadium Complex Lease.

7.3.2. Landlord's Deposit. On the first anniversary date of the Commencement Date and on that same date in each Lease Year thereafter for the first five years of the Lease Term, the Landlord shall cause to be deposited into the ARR Fund the total amount of \$250,000, without offset or deduction other than as expressly provided in this Stadium Complex Lease.

Section 7.4 Approval/Verification.

7.4.1 Landlord Approval Rights. Except for the following, Landlord shall have the right to approve any Capital Repair Expenses or aggregate series of Capital Repair Expenses that exceed \$250,000, provided the Landlord shall not unreasonably withhold, delay or condition any such approval. In the event Landlord fails to grant such approval, such matters shall be resolved in accordance with the provisions set forth in Article 17.

7.4.2 Third Party Verification. Landlord may, at any time during the first ninety (90) day period after the end of each Lease Year, notify Tenant in writing of its desire to obtain a third-party verification of the amounts and items for which Tenant has obtained reimbursement under Sections 7.4 during such expired Lease Year. Within twenty (20) days after Tenant's receipt of such written request, Tenant at its expense shall engage such third party accountants as are specified by Landlord in such written request (which shall be nationally or regionally recognized independent certified public accountants that are not then otherwise engaged by either Party) to review the amounts and items for which Tenant obtained reimbursement under Section 7.4 during such expired Lease Year. Such accountants' review shall be limited to the portion of Tenant's books and records as are necessary to verify such items. Tenant shall direct such accountants (i) to deliver their report (which shall be addressed to Landlord and Tenant) to Landlord and Tenant within a reasonable time period and in no event later than forty-five (45) days after being notified to proceed with their review, (ii) to advise Landlord and Tenant in

such report whether any reimbursement obtained by Tenant under Section 7.2(b) during such expired Lease Year constituted error and, if so, to describe any such error in reasonable detail, and (iii) to determine the payment owing from one Party to the other to correct any such error. Within ten (10) days after its receipt of such accountants' report, the Tenant shall, reimburse the ARR fund by the appropriate amount to correct any error reflected in such accountants' report. All such required reimbursements by Tenant shall be deposited into the ARR Fund. The accountants engaged by Tenant for the above purposes shall (i) not be considered to be agents, representatives or independent contractors of either party and (ii) shall agree to maintain the confidentiality of any of Tenant's books and records, except as required by applicable Governmental Rule.

Section 7.5 Pledge of ARR Fund. Tenant hereby grants and conveys to Landlord a Lien on the ARR Fund and the ARR Account to secure the payment and performance of any and all of Tenant's obligations under this Stadium Complex Lease. Landlord shall not be entitled to enforce such Lien or exercise any remedies in connection therewith or otherwise offset against the ARR Fund, unless and until an uncured Tenant Default shall exist. Tenant shall execute and deliver any security agreements, financing statements, continuation statements, collateral assignments or other documents as may be reasonably requested by Landlord at any time for the purpose of perfecting, continuing, and confirming the foregoing Lien on the ARR Fund and the ARR Account.

ARTICLE 8 OTHER TAXES

Section 8.1 Taxes and Assessments. In addition to section 4.3 above, throughout the Lease Term, Tenant shall be responsible for, and shall timely pay any applicable, sales tax, and any other tax or assessment levied upon or payable with respect to the Leasehold Estate, if any, or upon food, drink, goods, parking, services, tangible personal property or other products sold or provided in the Tenant's uses of Stadium Complex, as well as any concession or business operated by the Tenant upon the Stadium Complex, assessed by a taxing authority other than Brevard County, and the tourist development tax or discretionary sales tax, if any, levied by Brevard County.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

Section 9.1 Policies Required.

9.1.1 Property Insurance Policy. Commencing on the Commencement Date, and at all times during the Lease Term, Tenant shall, at its sole cost and expense, obtain, keep, and maintain a hazard and casualty insurance policy (the "Property Insurance Policy") providing for coverage of the Stadium Complex and Concession Improvements (including any Additional Work) against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to improvements in the Orlando/Central Florida area similar to the Stadium Complex and Concession Improvements, and affording coverage for, among other things, demolition and debris removal, naming Tenant as the first named insured, Landlord as additional named insured, as their respective interests may appear, for a sum at least equal to one hundred percent (100%) of the insurable replacement cost of the Stadium, all Personalty, and Concession Improvements, to be determined no more frequently than every five (5) years during the Lease Term upon Landlord's request, and with any deductible not exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) per loss, unless not available on commercially reasonable terms in which circumstance the lowest deductible in excess of One Hundred Fifty Thousand Dollars (\$150,000.00) available on commercially reasonable terms shall be obtained, but in all events the deductible shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

9.1.2 Policies Required For Additional Work -Builder's All Risk Policy. In the event the reasonably anticipated total cost of any Additional Work (calculated so as to include, but not be limited to, all sums payable under any Additional Work Construction Contracts related thereto) is equal to or exceeds two hundred fifty thousand Dollars (\$250,000.00) and such Additional Work is not covered during the course of construction by the Property Insurance Policy described in Section 9.1.1, then prior to the commencement of any Additional Work and at all times during the performance of such Additional Work, Tenant shall obtain, keep and maintain or cause to be obtained, kept and maintained, builder's "all risk" insurance policies (collectively, the "Builder's All Risk Policies") affording coverage of such Additional Work, whether permanent or temporary, and all Insured Materials and Equipment related thereto against loss or damage due to Insured Casualty Risks on commercially reasonable terms from time to time available with respect to similar work in Brevard County, Florida. The Builder's All Risk Policies shall be written on an occurrence basis and on a "replacement cost" basis, insuring one hundred percent (100%) of the insurable value of the cost of the Additional Work, using a completed value form (with permission to occupy upon completion of work or occupancy), naming Tenant as the insured and any Leasehold Interest Mortgagee and the Landlord as loss payees, as their respective interests may appear, and with any deductible not exceeding One Hundred Fifty Thousand Dollars (\$ 150,000.00) per loss (provided however, that, in the case of demolition and debris removal coverage, Tenant shall carry coverage in not less than the full amount necessary to demolish the Additional Work and to remove all debris that may exist after the occurrence of any Insured Casualty Risks). The Builder's All Risk Policies additionally shall comply with all requirements applicable to them as set forth in the Insurance Plan Additional Requirements, to the extent not inconsistent with this Article 9. The cost of any such Builder's All Risk Policies shall be considered a cost of the Additional Work and shall be allocated between Landlord and Tenant as such in the manner required under Article 7.

9.1.3 Additional Policies Required by Tenant During the Lease Term.

Commencing on the Commencement Date, and at all times during the Lease Term and continuing thereafter until Tenant has fulfilled all of its obligations under Article 17 (unless otherwise provided below), Tenant shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept and maintained, the following insurance policies:

(a) **Commercial General Liability Policy.** A commercial general liability insurance policy ("Tenant's GL Policy"), written on an occurrence basis and limited to the Stadium Complex (or if not so limited, having a general aggregate limit that shall be site specific to the Stadium Complex), naming Tenant as the named insured (with the effect that Tenant and its employees are covered) and the Landlord as additional insureds, affording protection against liability arising out of personal injury, bodily injury and death and 'or property damage occurring, in, upon or about the Stadium Complex or resulting from, or in connection with, the construction, use, operation or occupancy of the Stadium Complex and containing provisions for severability of interests. The Tenant's GL Policy shall be written with limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury or death resulting there from and property damage; premises operations; and products completed hazard.

(b) **Workers' Compensation Policy.** A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of Florida for all Persons employed by Tenant in connection with the Stadium Complex and employers liability insurance policy (collectively, the "Tenant's Workers' Compensation Policy") affording protection of not less than One Million Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million Dollars (\$1,000,000.00) bodily injury by disease (policy limit).

(c) **Flood Insurance.** Tenant shall provide flood insurance through National Flood Insurance Program for eligible flood damage to the Stadium Complex if the Stadium Complex is in a flood zone.

Section 9.2 Surety Bonds. Prior to the commencement of any Additional Work (other than Maintenance) costing in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) and at all times during the performance of such Additional Work (other than Maintenance), Tenant shall cause the Additional Work contractor to obtain, keep and maintain such performance and payment bonds as are required by applicable Governmental Rule or if not required by applicable Governmental Rule, as are commercially reasonable in light of the circumstances. The cost of any such payment and performance bonds shall be considered a cost of the Additional Work and shall be allocated between Landlord and Tenant as such in the manner required under Article 6.

Section 9.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in Section 9.1 (except for the Tenant's GL Policy and the Landlord's GL Policy, which shall have a general aggregate limit that shall be site-specific to the Stadium Complex) may be obtained, kept and maintained through a blanket or master policy insuring other entities (such as the general partner(s) of Tenant, Affiliates of Tenant or the general partner(s) thereof), provided that:

(a) such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Stadium Complex Lease, and

(b) the protection afforded under such blanket or master policy shall be no less than that which would have been afforded under a separate policy or policies relating only to the Stadium Complex. If any excess or umbrella liability insurance coverage required pursuant hereto is subject to an aggregate annual limit and is maintained through such blanket or master policy, and if such aggregate annual limit is impaired as a result of claims actually paid by more than fifty percent (50%), the Party who carries such policy hereunder shall immediately give notice thereof to the other Party and, within ninety (90) days after discovery of such impairment, to the fullest extent reasonably possible, cause such limit to be restored by purchasing additional coverage.

Section 9.4 Failure to Maintain. If at any time and for any reason Tenant or Landlord fails to provide, maintain, keep in force and effect, or deliver to the other Party proof of, any of the insurance required under Section 9.1 and such failure continues for ten (10) days after notice thereof from the other Party to Tenant or Landlord, as the case may be, the other Party may, but shall have no obligation to, procure single interest insurance for such risks covering the other Party (or, if no more expensive, the insurance required by this Stadium Complex Lease), and Tenant or Landlord, as the case may be, shall, within ten (10) days following the other Party's demand and notice, pay and reimburse the other Party therefor.

Section 9.5 Delivery of Evidence of Insurance. With respect to each and every one of the insurance policies required to be obtained, kept or maintained under the terms of this Stadium Complex Lease, on or before the date on which each such policy is required to be first obtained and at least thirty (30) days before the expiration of any policy required hereunder previously obtained, Tenant and Landlord, as the case may be, shall deliver to the other Party evidence showing that such insurance is in full force and effect. Such evidence shall include certificates of insurance issued by a Responsible Officer of the issuer of such policies, or in the alternative, a Responsible Officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon. By no later than (i) thirty (30) days after the effective date of

any insurance policy required under this Stadium Complex Lease, Tenant and Landlord, as the case may be, shall provide the other Party with reasonable evidence that premiums have either been paid or are payable in installments and (ii) one hundred twenty (120) days after the effective date of any insurance policy required under this Stadium Complex Lease. Tenant and Landlord, as the case may be, shall provide the other Party with a copy of such insurance policy.

Section 9.6 Proceeds of Insurance. Without limiting Tenant's obligations under Article 12 with respect to Casualty Repair Work, the Insurance Proceeds paid under any insurance policies required by Sections 9.1.1 and 9.1.2 shall be payable to:

(a) Provided that no Tenant Default then exists, Tenant, in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of which Insurance Proceeds shall be received by Tenant in trust for the purpose of paying the repair equal to or less than Five Hundred Thousand Dollars (\$500,000.00), which Insurance Proceeds shall be received by Tenant in trust for the purpose of paying the cost of restoration as required by Section 12.2;

(b) Landlord for deposit into the Insurance Fund, (i) in the case of any particular insured Casualty resulting in damage involving a reasonably estimated cost of repair in excess of Five Hundred Thousand Dollars (\$500,000.00) or (b) in the event a Tenant Default then exists, which Insurance Proceeds are to be held and disbursed pursuant to, and under the conditions set forth, in Section 12.2; or

(c) Landlord for deposit into the Insurance Fund with respect to (a) Insurance Proceeds for demolition and debris removal payable as a result of an insured Casualty that permits Tenant to terminate this Stadium Complex Lease under the express provisions hereof and (b) Insurance Proceeds payable after any termination of this Stadium Complex Lease, provided that such Insurance Proceeds shall be disbursed in accordance with the provisions of Article 12.

In each of the circumstances described in the preceding subparagraphs (b) or (c) of this Section 9.6, the Landlord shall (i) establish and maintain the Insurance Account for the sole purpose of serving as a segregated fund for the Insurance Proceeds (the "Insurance Fund") and (ii) hold and disburse the Insurance Proceeds deposited into the Insurance Fund under this Stadium Complex Lease, all in accordance with this Article 9 and Article 12. All funds in the Insurance Fund shall be held in escrow by Landlord for application in accordance with the terms of this Stadium Complex Lease and Landlord shall account to Tenant for the same on a monthly basis.

Section 9.7 Indemnification.

Section 9.7.1 Tenant's Agreement to Indemnify. Tenant shall, except as provided in Section 9.7.2, defend, protect, indemnify and hold Landlord and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) resulting from, arising out of or in connection with (i) the use or occupancy of the Stadium Complex on or after the Commencement Date or (ii) the negligence or willful act of Tenant or Tenant's contractors, employees, officers, directors, agents, Space Tenants or invitees.

9.7.2 Tenant's Exclusions. Notwithstanding the provisions of Section 9.7.1, Tenant shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful act of Landlord, its employees, officers, directors, contractors, agents or invitees;

(b) Landlord's violation of any provisions of this Stadium Complex Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Landlord;

(c) The existence of any Hazardous Materials in, on or under the Stadium Complex prior to the Commencement Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Stadium Complex by Tenant, or any of its employees, officers, directors, contractors, agents, Space Tenants or invitees; or

(d) Any Environmental Event caused by Landlord or any of its employees, officers, directors, contractors, agents or invitees.

9.7.3 Landlord's Agreement to Indemnify. To the extent allowed by law, Landlord shall, except as provided in Section 9.7.4, defend, protect, indemnify and hold Tenant and its officers, directors, employees, and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) resulting from, arising out of or in connection with (i) the use or occupancy of the Stadium Complex prior to the Commencement Date or (ii) the negligence or willful act of Landlord or Landlord's contractors, employees, officers, directors, agents or invitees.

9.7.4 Landlord's Exclusions. Notwithstanding the provisions of Section 9.7.3, Landlord shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including, without limitation, reasonable attorneys' fees and expenses) arising from or in connection with:

(a) Any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful act of Tenant, its employees, officers, directors, contractors, agents, Space Tenants or invitees;

(b) Tenant's violation of any provisions of this Stadium Complex Lease or any applicable Governmental Rules or deed restriction or insurance policy, now or hereafter in effect and applicable to Tenant;

(c) Any Hazardous Materials that are introduced to the Stadium Complex on or after the Commencement Date, but the foregoing shall not apply to any Hazardous Materials that are introduced to the Stadium Complex by Landlord, or any of its employees or officers directors, contractors, agents or invitees;

(d) Any Environmental Event caused by Tenant or any of its employees, officers, or directors, contractors, agents, Space Tenants or invitees.

9.7.5 Survival. The indemnities contained in this Section 9.7 shall survive the expiration or earlier termination of this Stadium Complex Lease, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgements that arose prior to the expiration or earlier termination of this Stadium Complex Lease.

**ARTICLE 10
OWNERSHIP OF STADIUM COMPLEX; ACCESS**

Section 10.1 Title to the Stadium Complex.

10.1.1 Ownership. Title to the Stadium Complex that is not covered by the Ground Lease shall be and remain in Landlord, but Landlord's rights and powers with respect thereto and to the property covered by the Ground Lease are all subject to the terms and limitations of this Stadium Complex Lease. All removable trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and field maintenance equipment), furnishings, and other personal Property installed in, affixed to or placed or used in the operation of the Stadium Complex by or on behalf of Tenant throughout the Lease Term shall be and remain the property of the Tenant at all times and shall not be considered part of the Stadium Complex except for the following items and all repairs to replacements of, and substitutions therefor:

- (a) The Stadium Complex and any other improvements from time to time located on the Stadium Complex and all fixtures attached thereto; and
- (b) The FF&E installed, affixed, attached or supplied by Landlord at the time of the Commencement Date or during the Lease Term.

Section 10.2 Access to the Stadium Complex for Landlord. Tenant shall permit Landlord or its authorized representatives to enter the Stadium Complex at all reasonable times during Business Hours upon reasonable notice under the applicable circumstances for the purposes of:

- (a) inspection;
- (b) the performance of (i) any maintenance and repair by Landlord under Section 6.2.2, (ii) any Landlord Remedial Work, or (iii) other work in the Stadium Complex made necessary by reason of Tenant's Default,
- (c) Landlord's operation of the Stadium Complex under Section 16.2 or
- (d) exhibition of the Stadium Complex to others during the last thirty-six (36) months of the Lease Term or the period of any Potential Tenant Default or any uncured Tenant Default; provided, however, such entry shall be conducted in such a manner as to minimize interference with the business being conducted in the Stadium Complex. In addition, Tenant shall permit Landlord or its authorized representatives to enter the Stadium Complex in any circumstance in which Landlord in good faith believes that (i) immediate action is required in order to safeguard lives, property or the environment and (ii) Tenant is not taking reasonable action in order to safeguard lives, property or environment after being requested to do so by the Landlord. In such circumstances, (i) Landlord's activities on the Stadium Complex shall be limited to taking reasonable action in order to safeguard lives, property or the environment and (ii) within thirty (30) days following Landlord's demand and notice, Tenant shall pay and reimburse Landlord for the reasonable costs and expenses incurred by Landlord as a result of any such actions taken by Landlord that Tenant is obligated to take under this Stadium Complex Lease.

**ARTICLE 11
SERVICE CONTRACTS AND EQUIPMENT LEASES**

Section 11.1 Landlord's and Tenant's Rights Under Service Contracts and Equipment Leases.

Landlord covenants and agrees that, without the prior written consent of Tenant, Landlord will not voluntarily, involuntarily, by operation of law or otherwise, sell, assign or transfer any Service Contracts or Equipment Leases to any Person other than Tenant. Further, Landlord agrees that Tenant is a third-party beneficiary of the Service Contracts and Equipment Leases, if any, and that Landlord will convey, transfer, and assign to Tenant as of the Commencement Date (i) any Service Contracts and Equipment Leases, if any and (ii) the nonexclusive right to enforce any and all of the respective obligations of any Person under the Service Contracts and Equipment Leases during the Lease Term, including, but not limited to, any and all representations and warranties thereunder.

**ARTICLE 12
CASUALTY DAMAGE**

Section 12.1 Damage or Destruction. If, at any time during the Lease Term, there is any Casualty to the Stadium Complex or Concession Improvements or any part thereof, then Tenant shall use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to Persons or Property. Promptly thereafter, Landlord and Tenant shall negotiate in good faith whether they will agree to split the cost to remediate any hazard and restore the Stadium Complex and Concession Improvements to a safe condition whether by repair or by demolition, removal of debris and screening from public view. If Landlord and Tenant agree, then such cost to repair, restore, replace or rebuild the Stadium Complex or Concession Improvements as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction shall be borne 50% by the Tenant and 50% by the Landlord, provided, however, insurance proceeds will be used first, if available. If Landlord and Tenant cannot agree to split the expense on a 50/50 basis, then either Landlord or Tenant can choose to pay for the entire cost of the repairs. If neither Party decides to pay for the repairs, Tenant can determine how it will continue to use and operate the Stadium Complex, including discontinuing its use of portions of the Stadium Complex or Concession Improvements. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other Property pending the completion of any such work, remediation of hazards and restoration of the Stadium Complex to a safe condition or any demolition and debris removal required are sometimes referred to in this Stadium Complex Lease as the "Casualty Repair Work". To the extent any Casualty Repair Work is not performed by Tenant's employees, such Casualty Repair Work must be performed on an arm's length, bona fide basis by Persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances.

Section 12.2 Insurance Proceeds.

12.2.1 Requirements for Disbursement. Insurance proceeds paid pursuant to the policies of insurance for loss of or damage to the Stadium Complex or Concession Improvements (herein sometimes referred to as the "Insurance Proceeds") shall be paid and delivered to the Persons specified in Section 9.6. Except as provided in Section 12.2.3 and Section 12.4.3, the Insurance Fund shall be applied to the payment of the costs of the Casualty Repair Work and shall be paid out to or for the account of Tenant from time to time as such Casualty Repair Work progresses. Landlord shall make such payments or disbursements of such Insurance Proceeds out of the Insurance Fund upon the request from Tenant when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a Responsible Officer of Tenant, and, to the extent an architect engineer or construction manager is reasonably required to be retained with respect to the nature of the Casualty Repair Work being performed, by a qualified architect, engineer or construction manager in charge of the Casualty Repair Work selected by Tenant, setting forth the following:

(a) That the sum then requested either has been paid by Tenant or is due to contractors, subcontractors, materialmen, architects, engineers or other Persons who have rendered services or furnished materials in connection with the Casualty Repair Work, giving a reasonably detailed description of the services and materials and the several amounts so paid or due; and

(b) That except for the amount stated in such certificate to be due (and or except for statutory or contractual retainage not yet due and payable), there is no outstanding indebtedness for such Casualty Repair Work known to the Persons signing such certificate which is then due to Persons being paid, after due inquiry.

Insurance Proceeds paid or disbursed to the Tenant, whether from the Insurance Fund, the issuers of any insurance policies or otherwise shall be held by the Tenant in trust for the purposes of paying the cost of the Casualty Repair Work and shall be applied by Tenant to such Casualty Repair Work or otherwise in accordance with the terms of this Section 12.2.

12.2.2 Disbursements for Work Performed. Upon compliance with Section 12.2.1, the Landlord shall, out of the Insurance Fund, pay or cause to be paid to Tenant or to the Persons named in the certificate the respective amounts stated therein to have been paid by Tenant or to be due to such Persons, as the case may be. All sums so paid to Tenant and all insurance proceeds paid or otherwise disbursed directly to Tenant and any other proceeds received or collected by or for the account of Tenant (other than by way of reimbursement to Tenant for sums theretofore paid by Tenant) shall be held by the Tenant in trust for the purpose of paying the cost of the Casualty Repair Work. The distribution of funds out of the Insurance Fund for Casualty Repair Work shall not constitute or be deemed to constitute (i) an approval or acceptance by the Landlord of the relevant Casualty Repair Work or (ii) a representation or indemnity by the Landlord to the Tenant or any other Person against any deficiency or defects in such Casualty Repair Work or against any breach of contract.

12.2.3 Disbursements of Excess Proceeds. If the Insurance Proceeds (and other funds, if any) received by Landlord shall exceed the entire cost of the Casualty Repair Work. Landlord shall deposit the amount of any such excess proceeds into the ARR Account and thereupon such proceeds shall constitute part of the ARR Fund, but only after Landlord has been furnished with reasonably satisfactory evidence that all Casualty Repair Work has been completed and that no Mechanic's or Construction Liens exist or may arise in connection with the Casualty Repair Work and after any Potential Tenant Defaults with respect to monetary obligations owing to Landlord and any Tenant Defaults hereunder have been cured.

12.2.4 Uninsured Losses/Policy Deductibles. As Casualty Repair Work progresses during the Lease Term, Tenant shall be obligated to pay for all costs and expenses of any such Casualty Repair Work that are not covered by Insurance Proceeds or for which Insurance Proceeds are inadequate (such amounts being included within the term "Casualty Expenses").

Section 12.3 Option to Terminate.

12.3.1 Damage or Destruction of Substantially All of the Improvements. In the event that:

(a) Substantially All of the Improvements shall be damaged or destroyed by Casualty (that is not the result of the intentional act or willful misconduct of Tenant or any of its agents, employees or contractors) at any time during the final three (3) Lease Years of the Lease Term or

(b) any portion of the Stadium Complex shall be damaged or destroyed by Casualty (that is not the result of the negligent or intentional act or willful misconduct of Tenant or any of its agents, employees,

Space Tenants or contractors) which creates an Untenantable Condition at any time during the Lease Term and in the circumstances described in this clause (b) the Governmental Rules then applicable to the Stadium prohibit the restoration of the Stadium under any circumstances so as to eliminate such Untenantable Condition, then Tenant may, at its option (exercised with reasonable promptness in the circumstances, but in all events within ninety (90) days after such damage or destruction), terminate this Stadium Complex Lease and all other Project Documents by (i) serving upon Landlord notice within such period setting forth Tenant's election to terminate this Stadium Complex Lease and all other Project Documents as a result of such damage or destruction as of the end of the calendar month in which such notice is delivered to Landlord and (ii) paying to Landlord, concurrently with the service of such notice the amount of the then existing deductible under the Property Insurance Policy. Upon the service of such notice and the making of such payments within the foregoing time period, this Stadium Complex Lease and all other Project Documents shall cease and terminate on the date specified in such notice with the same force and effect as if such date were the date originally fixed as the Lease Expiration Date and Tenant shall have no obligation to perform any Casualty Repair Work or pay any Casualty Expenses with respect to such Casualty, provided no uncured Tenant Default exists. Failure to terminate this Stadium Complex Lease within the foregoing time period shall constitute an election by Tenant to keep this Stadium Complex Lease in force. If Tenant elects to so keep this Stadium Complex Lease in full force and effect, Tenant shall commence to construct new replacement improvements and prosecute such construction to completion as provided in Article 6 and this Article 12.

12.3.2 Application of Proceeds. In the event this Stadium Complex Lease shall be terminated pursuant to the provisions of Section 12.3.1, Insurance Proceeds, if any, payable in respect of such damage or destruction shall be payable to, and held and distributed by, Landlord. Landlord shall distribute such Insurance Proceeds and the deductible received from Tenant under Section 12.3.1 as follows and in the following order of priority (i) first, to pay the amount of outstanding principal and accrued interest then due under any Public Debt, and (ii) second, to Landlord and Tenant on a pro rata basis proportionate to the insured losses suffered by Landlord and Tenant (excluding Concession Improvements) and covered by the applicable insurance policy. Insured losses payable with respect to Concession Improvements shall not be subject to any of the terms of the preceding sentence.

12.3.3 Definition of Substantially All of the Improvements. For the purposes of this Section 12.3, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such Casualty causes an Untenantable Condition to exist, or is reasonably expected to exist for longer than the then remaining Lease Term.

Section 12.4 Survival. The provisions contained in this Article 12 shall survive expiration or earlier termination of this Stadium Complex Lease, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of this Stadium Complex Lease.

ARTICLE 13 CONDEMNATION

Section 13.1 Condemnation of Substantially All of the Improvements.

13.1.1 Termination Rights. If, at any time during the Lease Term, title to the whole or Substantially All of the Improvements shall be taken in any Condemnation Action by, or conveyed in lieu of any such Condemnation Action to, a Governmental Authority other than the Landlord (other than for a temporary use or occupancy that is for one (1) year or less in the aggregate) this Stadium Complex Lease and all other Project Documents shall terminate and expire on the date of such taking (or conveyance).

13.1.2 Condemnation Awards. All Condemnation Awards payable to Landlord or Tenant as a result of or in connection with any taking of the whole or Substantially All of the Improvements shall be paid and distributed in accordance with the Condemnation Award.

13.1.3 Definition of Substantially All of the Improvements. For purposes of this Article 13, "Substantially All of the Improvements" shall be deemed to have been taken if, by reason of the taking of title to or possession of the Stadium Complex or any portion thereof by Condemnation Actions an Untenantable Condition exists, or is reasonably expected to exist, for longer than one (1) year.

13.2 Condemnation of Part. In the event of a Condemnation Action affecting less than the whole or Substantially All of the Improvements or involving the Concession Improvements, the Lease Term shall not be reduced or affected in any way, and the following provisions shall apply:

13.2.1 Application Condemnation Awards. The Condemnation Award payable to Landlord including all compensation for the damages, if any, to the parts of the Stadium Complex not so taken (that is, damages to the remainder) but excluding the value of Tenant's separate Property taken or damaged and any damage to, or relocation costs, of Tenant's business ("Landlord's Condemnation Award") shall be paid to Landlord. Any portion of the Condemnation Award payable to Tenant (including amounts Tenant is entitled to receive pursuant to Section 13.4 for the value of Tenant's separate property taken or damaged or for any damage to, or relocation costs of, Tenant's business) shall be paid to Tenant.

13.2.2 Restoration of the Stadium Complex. Following a condemnation of less than the whole or Substantially All of the Improvements during the Lease Term or involving the Concession Improvements, Tenant shall, with reasonable diligence (subject to Excusable Tenant Delay), commence and thereafter proceed to repair, alter and restore the remaining part of the Stadium Complex and Concession Improvements to substantially their former condition to the extent that the same may be feasible and necessary so as to constitute a complete Stadium Complex usable for its intended purposes to the extent practicable and permitted by applicable Governmental Rules. Such repairs, alterations or restoration, including temporary repairs for the protection of Persons or Property pending the completion of any part thereof, are sometimes referred to in this Article 13 as the "Condemnation Repair Work". The term "Condemnation Repair Work" shall not include any obligation on the part of Tenant to acquire any additional property to replace any parking areas or parking improvements lost or taken in any Condemnation Action. Landlord shall be obligated to make payment, disbursement, reimbursement or contribution toward the costs of Condemnation Repair Work ("Condemnation Expenses") in an amount up to Landlord's Condemnation Award. Landlord shall make such payments or disbursements for Condemnation Expenses upon the request from Tenant when accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by a Responsible Officer of Tenant, and, to the extent an architect, engineer or construction manager is reasonably required to be retained with respect to the nature of the Condemnation Repair Work being performed, by a qualified architect, engineer or construction manager in charge of the Condemnation Repair Work selected by Tenant, setting forth the following:

- (a) That the sum then requested either has been paid by Tenant or is due to contractors, subcontractors, materialmen, architects, engineers or other Persons who have rendered services or furnished materials in connection with the Condemnation Repair Work, giving a reasonably detailed description of the services and materials and the several amounts so paid or due; and
- (b) That except for the amount stated in such certificate to be due (and/or except for statutory or contractual retainage not yet due and payable), there is no outstanding indebtedness for such

Condemnation Repair Work known to the Persons signing such certificate which is then due to Persons being paid, after due inquiry. Upon Tenant's compliance with the requirements of this Section 13.2.2, Landlord shall pay or cause to be paid to Tenant or the Persons named in the Tenant's request the respective amounts stated therein to have been paid by Tenant or to be due to such Persons, as the case may be, but in no event shall the aggregate amount paid or payable by Landlord under this Article 13 exceed the amount of Landlord's Condemnation Award. Amounts paid to Tenant by Landlord under this Section 13.2.2 shall be held by Tenant in trust for the purpose of paying Condemnation Expenses and shall be applied by Tenant to any such Condemnation Expenses or otherwise in accordance with the terms of this Section 13.2.2. To the extent any Condemnation Repair Work is not performed by Tenant's employees, such Condemnation Repair Work must be performed on an arm-length, bona fide basis by persons who are not Affiliates of Tenant and on commercially reasonable terms given the totality of the then existing circumstances. All Condemnation Expenses in excess of Landlord's Condemnation Award shall be paid by Tenant.

Section 13.3 Temporary Taking. If the whole or any part of the Stadium Complex or the Leasehold Estate shall be taken in Condemnation Actions for a temporary use or occupancy, the Lease Term shall not be reduced, extended or affected in any way. Except to the extent that Tenant is prevented from doing so pursuant to the terms of the order of the condemning authority and/or because it is not possible as a result of such taking, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Stadium Complex Lease as though such temporary taking had not occurred. In the event of any such temporary taking, Tenant shall be entitled to receive the entire amount of any Condemnation Award made for such taking whether such award is paid by way of damages, rent or otherwise (less any Condemnation Expenses paid by Landlord), provided that if the period of temporary use or occupancy shall extend beyond the Lease Expiration Date or earlier termination of this Stadium Complex Lease, the Tenant, shall be entitled to receive only that portion of any Condemnation Award (whether paid by way of damages, rent or otherwise), allocable to the period of time from the date of such condemnation to the Lease Expiration Date or earlier termination of this Stadium Complex Lease, and Landlord shall be entitled to receive the balance of such Condemnation Award.

Section 13.4 Condemnation Proceedings. Notwithstanding any termination of this Stadium Complex Lease, (i) Tenant and Landlord each shall have the right, at its own expense, to appear in any Condemnation Action and to participate in any and all hearings, trials and appeals therein and (ii) subject to the other provisions of this Article 13, Tenant shall have the right in any Condemnation Action to assert a claim for, and receive all Condemnation Awards for, the loss in value of the Leasehold Estate, the value of any Concession Improvements or any of Tenant's separate property taken or damaged as result of such Condemnation Action, and any damage to, or relocation costs of, Tenant's business as a result of such Condemnation Action. In the event of the commencement of any Condemnation Action affecting less than the whole or Substantially All of the Improvements, (i) Landlord shall undertake all commercially reasonable efforts to defend against, and maximize the Condemnation Award from, any such Condemnation Action, (ii) Landlord shall not accept or agree to any conveyance in lieu of any condemnation or taking without the prior consent of Tenant, which consent shall not be unreasonably withheld, delayed or conditioned and (iii) Landlord and Tenant shall cooperate with each other in any such Condemnation Action and provide each other with such information and assistance as each shall reasonably request in connection with such Condemnation Action.

Section 13.5 Notice of Condemnation. In the event Landlord or Tenant shall receive notice of any proposed or pending Condemnation Action affecting the Stadium Complex, the Party receiving such notice shall promptly notify the other Party hereto.

Section 13.6 Condemnation by the Landlord. The provisions of this Article 13 for the allocation of any Condemnation Awards are not intended to be, and shall not be construed or interpreted as, any limitation on or liquidation of any claims or damages (as to either amount or type of damages) of Tenant against the Landlord in the event of a condemnation by the Landlord of any portion or all of the Leasehold Estate.

Section 13.7 Survival. The provisions contained in this Article 13 shall survive the expiration or earlier termination of this Stadium Complex Lease, but only insofar as such provisions relate to any Condemnation Actions or Condemnation Awards that arose prior to the expiration or earlier termination of this Stadium Complex Lease.

ARTICLE 14 ASSIGNMENT; SUBLETTING

Section 14.1 Assignments of Tenant's Interest; Subleasing. Except as otherwise permitted by this Article 14, Tenant may not (and Tenant agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Stadium Complex Lease or the Leasehold Estate (each, a "Transfer"), without first obtaining the consent of Landlord pursuant to this Article 14, which consent shall not be unreasonably withheld, delayed or conditioned provided the Sublessor is a professional sports franchise or another not-for-profit sports organization. For purposes of this Stadium Complex Lease, the term "Transfer" shall also include any issuance or transfer of any securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of Tenant or any transfer of an equity or beneficial interest in Tenant that results in either (i) a change of the Controlling Person, if any, of Tenant, or (ii) the creation of a Controlling Person of Tenant, where none existed before. Landlord and Tenant agree that notwithstanding the foregoing the term "Transfer" shall not include, and Landlord's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or Lien in or on any of Tenant's trade fixtures, equipment, personal property or general intangibles that are not part of the Stadium Complex, but excluding any Lien on the Tenant organization having the effect of transferring the Tenant's operations and maintenance responsibilities under this Stadium Complex Lease. Notwithstanding the foregoing, Tenant may assign this Stadium Complex Lease to a limited liability company owned by Tenant, provided that, in consideration of the terms and conditions of this Lease Agreement, including Exhibit D, the Tenant shall guaranty performance of this Lease Agreement in the event of such an assignment.

Section 14.2 Space Leases. Nothing contained in this Stadium Complex Lease shall prevent or restrict Tenant from subletting portions of the Stadium Complex to Space Tenants under Space Leases, in accordance with the terms of this Stadium Complex Lease, provided that each such Space Lease shall be subject and subordinate to this Stadium Complex Lease and to the rights of Landlord hereunder and shall expressly so state. Notwithstanding any such subletting, Tenant shall at all times remain liable for the performance of all of the covenants and agreements under this Stadium Complex Lease on Tenant's part to be so performed.

Article 15 Default and Remedies

Section 15.1 Events of Default.

15.1.1 Tenant Default. The occurrence of any of the following shall be an "Event of Default" by Tenant or a "Tenant Default":

(a) The failure of Tenant to keep, observe or perform any of the terms, covenants or agreements contained in this Stadium Complex Lease on the Tenant's part to be kept, performed or observed if: (i) such failure is not remedied by Tenant within thirty (30) days after notice from the Landlord of such default or (ii) in the case of any such default which cannot with due diligence and good faith be cured within thirty (30) days, Tenant fails to commence to cure such default within thirty (30) days after notice from Landlord of such default or Tenant fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith. It is the intent of this subparagraph that, in connection any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Tenant is required to cure such default shall be extended for such additional period as may be reasonably necessary for the curing thereof with due diligence and in good faith; provided further, however, that if such default is not cured within ninety (90) days after notice from Landlord of such default, (notwithstanding Tenant's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Complex Lease;

(b) The (i) filing by Tenant of a voluntary petition in bankruptcy; or (ii) adjudication of Tenant as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of Tenant under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (iv) appointment of a receiver, trustee or other similar official of Tenant or its Property.

(c) The failure of Tenant to perform an Insurance Covenant if such failure is not remedied within five (5) days after Landlord gives notice to Tenant of such failure;

(d) Any material representation or warranty confirmed or made in this Stadium Complex Lease by Tenant shall be found to have been incorrect in any material respect when made or deemed to have been made.

15.1.2 Landlord Default. The occurrence of the following shall be an "Event of Default" by Landlord or a "Landlord Default":

(a) The failure of Landlord to pay any of its monetary obligations, if any, under Section 6.10 of this Stadium Complex Lease when due and payable if such failure continues for fifteen (15) Business Days after Tenant gives notice to Landlord that such amount was not paid when due;

(b) The misapplication by Landlord of any material amount of monies deposited into the ARR Fund or Insurance Fund if such misapplication continues for, or is not cured within fifteen (15) Business Days after Tenant gives notice to Landlord that such misapplication occurred;

(c) Any material representation or warranty confirmed or made in this Stadium Complex Lease by Landlord shall be found to have been incorrect in any material respect when made or deemed to have been made;

(d) The failure of Landlord to keep, observe or perform any of the terms, covenants or agreements contained in this Stadium Complex Lease on the Landlord's part to be kept, performed or observed if: (i) such failure is not remedied by Landlord within thirty (30) days after notice from Tenant of such default or (ii) in the case of any such default which cannot with due diligence and good faith be cured within thirty (30) days, Landlord fails to commence to cure such default within thirty (30) days after notice from Tenant of such

default or Landlord fails to prosecute diligently the cure of such default to completion within such additional period as may be reasonably required to cure such default with diligence and in good faith; it being intended that in connection with any such default which is not susceptible of being cured with due diligence and in good faith within thirty (30) days, the time within which Landlord is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith; provided further, however, that if such default is not cured within ninety (90) days after notice from Tenant of such default (notwithstanding Landlord's diligent prosecution of curative efforts), then such failure shall constitute an Event of Default under this Stadium Complex Lease.

Section 15.2 Landlord's Remedies. Upon the occurrence of any Tenant Default, Landlord may, in its sole discretion, pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Stadium Complex Lease:

(a) Landlord may terminate this Stadium Complex Lease pursuant to Section 15.4 and upon such termination Landlord may forthwith reenter and repossess the Stadium Complex by entry, forcible entry, suit for possession or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Stadium Complex Lease, a sum of money equal to the total of (i) the cost of recovering the Stadium Complex, (ii) the cost of removing and storing Tenant's or any other occupant's property, (iii) any other sums accrued hereunder at the date of termination, (iv) any increase in insurance premiums caused by the vacancy of the Stadium Complex, and (v) any other sum of money or damages owed by Tenant to Landlord. Unless otherwise provided by law, in the event Landlord shall elect to terminate this Stadium Complex Lease, Landlord shall at once have all rights of reentry upon the Stadium Complex, without becoming liable for damages or guilty of trespass.

(b) Landlord may terminate Tenant's right of occupancy of all or any part of the Stadium Complex and reenter and repossess the Stadium Complex by entry, forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant and without terminating this Stadium Complex Lease, without acceptance of surrender of possession of the Stadium Complex, and without becoming liable for damages or guilty of trespass, in which event Landlord may, but shall be under no obligation to, relet the Stadium Complex or any part thereof for the account of Tenant for a period equal to or lesser or greater than the remainder of the Lease Term on whatever terms and conditions Landlord, in Landlord's sole discretion, deems advisable. Tenant shall be liable for and shall pay to Landlord (i) the cost of recovering possession of the Stadium Complex, (ii) the cost of removing and storing any of Tenant's or any other occupant's property left on the Stadium Complex after reentry, (iii) the cost of any increase in insurance premiums caused by the termination of possession of the Stadium Complex, and (iv) any other sum of money or damages owed by Tenant to Landlord at law, in equity or hereunder.

Section 15.3 Tenant's Remedies. Upon the occurrence of any Landlord Default, Tenant may, at its sole discretion, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever, other than any notice expressly provided in this Stadium Complex Lease:

(a) Tenant may terminate this Stadium Complex Lease pursuant to Section 15.4; and

(b) Tenant may exercise any and all other remedies available to Tenant at law or in equity, but subject to any limitations thereon set forth in this Stadium Complex Lease.

Section 15.4 Termination. Upon the occurrence of a Tenant Default as described in Section 15.1.1 or a Landlord Default as described in Section 15.1.2, the non-defaulting Party, in addition to its other remedies at law or in equity, shall have the right to give to the defaulting Party notice (a "final Notice") of the non-

defaulting Party's intention to terminate this Stadium Complex Lease after the expiration of a period of thirty (30) days from the date such Final Notice is delivered unless the Event of Default is cured, and upon expiration of such thirty (30) day period, if the Event of Default is not cured, this Stadium Complex Lease shall terminate without liability to the non-defaulting Party. If, however, within such thirty (30) day period the defaulting Party cures such Event of Default, then this Stadium Complex Lease shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an Action or Proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) day period shall be tolled until a final non-appealable judgement or award, as the case may be, is entered with respect to such Action or Proceeding.

Section 15.5 No Indirect Damages. IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE UNDER ANY PROVISION OF THIS STADIUM COMPLEX LEASE FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF LANDLORD OR TENANT OR ANY OF THEIR AFFILIATES OR RELATED PARTIES. WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF LANDLORD OR TENANT ARISING OUT OF THIRD PARTY CLAIMS AGAINST LANDLORD OR TENANT FOR ANY OF THE FOREGOING.

ARTICLE 16 SURRENDER OF POSSESSION; HOLDING OVER

Section 16.1 Surrender of Possession. Tenant shall, on or before the Lease Expiration Date, or upon the earlier termination of this Stadium Complex Lease, peaceably and quietly leave, surrender and yield up to Landlord in the condition provided for in Article 6, (i) the Stadium Complex, free of subtenancies and in a seasonably clean condition and free of debris, (ii) the FF&E installed, affixed, attached or supplied by Landlord or any FF&E paid for by Landlord or paid for out of the ARR Fund or the Insurance Fund and all replacements of and substitutions therefor, (iii) all remaining spare parts on hand for the Stadium Complex, (iv) all manuals, drawings, plans and tools for the Stadium Complex, (v) all keys for the Stadium Complex, and (vi) any other property that is used by Tenant for the use, occupancy or maintenance of the Stadium Complex, but excluding such items of property as Tenant is entitled to remove pursuant to Section 15.2.1. Upon such expiration or termination of this Stadium Complex Lease, Tenant shall assign to Landlord all of its right, title and interest in and to any Maintenance and Warranty Contracts, Service Contracts, and Equipment Leases, subject to Tenant's rights with respect to any claims pending thereunder.

Section 16.2 Removal of Personalty.

16.2.1 Tenant's Obligation to Remove. All trade fixtures, appliances, furniture, equipment (including kitchen, concession, exercise and field maintenance equipment), furnishings, and other personal property that is not part of the Stadium Complex (as provided in Section 10.1.1) shall be removed by Tenant within thirty (30) days after the Lease Expiration Date or earlier termination of this Stadium Complex Lease, provided that Tenant shall promptly repair any damage to the Stadium Complex caused by such removal.

16.2.2 Landlord's Right to Remove. Any trade fixtures, furniture, equipment or other personal property of Tenant which remains in the Stadium Complex thirty (30) days after the Lease Expiration Date or earlier termination of this Stadium Complex Lease may, at the option of Landlord,

be deemed to have been abandoned by Tenant and either may be retained by Landlord as its Property or be disposed of, without accountability, in such manner as Landlord may determine necessary, desirable or appropriate, and Tenant, upon demand, shall pay the cost of such disposal, together with interest thereon at the Default Rate from the date such costs were incurred until reimbursed by Tenant, together with reasonable attorneys' fees, charges and costs.

Section 16.3 Survival. The provisions contained in this Article 16 shall survive the expiration or earlier termination of this Stadium Complex Lease.

ARTICLE 17 DISPUTE RESOLUTION

Section 17.1 Settlement By Mutual Agreement. In the event any dispute, controversy or claim between or among the Parties arises under this Stadium Complex Lease or is connected with or related in any way to this Stadium Complex Lease or any right, duty or obligation arising here from or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Stadium Complex Lease, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 17.1. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Section 17.1. Within fifteen (15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the Landlord Representative and Tenant Representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Landlord Representative and Tenant Representative for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute or Controversy to mediation in accordance with section 17.1.1. Upon the receipt of notice of referral to mediation hereunder, the receiving Party shall be compelled to mediate the Dispute or Controversy in accordance with the terms of this Article 17 without regard to the justiciable character or executory nature of such Dispute or Controversy.

Section 17.1.1 Mediation. In the event of a Dispute or Controversy that cannot be resolved by the Landlord Representative and the Tenant Representative, the Parties shall select a mediator satisfactory to both parties and submit the Dispute or Controversy to mediation. If no resolution is reached at mediation, either Party may initiate legal action, if available, at their discretion.

ARTICLE 18 MISCELLANEOUS PROVISIONS

Section 18.1 No Broker's Fees or Commissions. Each Party hereto hereby represents to the other Party hereto that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Stadium Complex Lease.

Section 18.2 Covenants Running with the Estates in Land. Each Party hereto hereby represents and agrees that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications, and recitals contained in this Stadium Complex Lease, except as otherwise expressly stated herein, shall be construed as covenants running with title to the Stadium Complex, and the Leasehold Estate hereunder, respectively, which shall extend to, inure to the benefit of and bind, Landlord and Tenant, and their permitted successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Stadium Complex Lease, such that this Stadium Complex Lease shall always bind the owner and holder of

any fee or leasehold interest in or to the Stadium Complex, or any portion thereof, and shall bind predecessors thereof except as otherwise expressly provided herein.

Section 18.3 Relationship of the Parties. The relationship of Tenant and Landlord under this Stadium Complex Lease is that of independent parties, each acting in its own best interests and notwithstanding anything in this Stadium Complex Lease to the contrary, no partnership, joint venture or other business relationship is established or intended hereby between Tenant and Landlord.

Section 18.4 Representations Regarding Individual Capacity.

18.4.1 Power and Authority. Each individual executing and delivering this Stadium Complex Lease on behalf of a Party hereto hereby represents to the other Party hereto that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

18.4.2 Tenant's Representations. As an inducement to Landlord to enter into this Stadium Complex Lease, Tenant hereby represents and warrants to Landlord, as of the Commencement Date, as follows:

(a) Tenant is a tax exempt not for profit corporation duly formed, validly existing and in good standing under the laws of the State of Florida, with all necessary corporate power and authority to carry on its present business, to enter into this Stadium Complex Lease and to consummate the transactions herein contemplated.

(b) Neither the execution and delivery of this Stadium Complex Lease by Tenant nor the performance by Tenant of its obligations hereunder will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority, or court to which Tenant is subject or any provision of the charter or bylaws of Tenant or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate. Terminate, modify, or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which Tenant is a party or by which Tenant or its assets are bound.

(c) All proceedings required to be taken by or on behalf of Tenant to authorize Tenant to execute and deliver this Stadium Complex Lease and to perform the covenants, obligations and agreements of Tenant hereunder have been duly taken. No consent to the execution and delivery of this Stadium Complex Lease by Tenant or the performance by Tenant of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been unconditionally given.

(d) This Stadium Complex Lease constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(e) To the best knowledge of Tenant, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Tenant that questions the validity of this Stadium Complex Lease or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs, or prospects of Tenant, financially or otherwise.

18.4.3 Landlord's Representations. As an inducement to Tenant to enter into this Stadium Complex Lease, Landlord represents and warrants to Tenant, as of the Commencement Date, as follows:

(a) Landlord is a political subdivision of the State of Florida with all necessary power and authority to enter into this Stadium Complex Lease and to consummate the transactions herein contemplated. The execution and delivery hereof and the performance by Landlord of its obligations hereunder will not violate or constitute an event of default under any material terms or material provisions of any agreement, document, instrument, judgment, order or decree to which Landlord is a party or by which Landlord or its assets are bound.

(b) Landlord has caused all governmental proceedings required to be taken by or on behalf of Landlord to authorize Landlord to make and deliver this Stadium Complex Lease and to perform the covenants, obligations and agreements of Landlord hereunder. No consent to the execution or delivery of this Stadium Complex Lease by Landlord or the performance by Landlord of its covenants, obligations and agreements hereunder is required from any board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been unconditionally given.

(c) This Stadium Complex Lease constitutes the valid and legally binding obligation of the Landlord, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

(d) To the best knowledge of the Landlord, there is no action, suit, claim, proceeding or investigation pending or currently threatened against the Landlord that questions the validity of this Stadium Complex Lease or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs, or prospects of the Landlord, financially or otherwise.

(e) That, for the portion of the Stadium Complex owned by Brevard County in fee simple, no ad valorem taxes will be assessed upon or due for such property.

Section 18.8 Notices. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Stadium Complex Lease shall be given in writing to such Party at the address set forth below:

Notices to Tenant:
USSSA, LLC
611 Line Drive
Kissimmee, FL 34744
Attn.: Don DeDonatis, President

With a copy to:

David H. Evaul
2800 Dallas PKWY
Suite 100
Plano, TX 75093

Stockton Whitten, County Manager
2725 Judge Fran Jamieson Way

Melbourne, FL 32940

Such notices shall be delivered in writing to the other Party to this Stadium Complex Lease and may be (i) sent by registered or certified U.S. Mail with return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after posting if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day.

Section 18.5 Severability. If any term or provision of this Stadium Complex Lease, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Stadium Complex Lease, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Stadium Complex Lease shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Stadium Complex Lease hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

Section 18.6 Entire Agreement, Amendment and Waiver. This Stadium Complex Lease (including Exhibit D attached hereto) constitutes the entire agreement of the Parties thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter, provided, however, if any terms of the body of this Stadium Complex Lease conflict with the terms of Exhibit D attached hereto, the terms of Exhibit D shall control). Neither this Stadium Complex Lease nor any of the terms hereof, including, without limitation, this Section 18.16, may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought.

Section 18.7 Incorporation of Appendices and Exhibits. All appendices and exhibits attached to this Stadium Complex Lease are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 18.8 Parties in Interest; Limitation on Rights of Others. The terms of this Stadium Complex Lease shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Stadium Complex Lease, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided therein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument. Notwithstanding the foregoing, the Landlord shall be entitled to enforce the obligations of Tenant under this Stadium Complex Lease and the Ground Lease in the event a Tenant Default occurs and remains uncured.

Section 18.9 Governing Law. The provisions and obligations set forth in this lease shall be construed under and be governed by the laws of the State of Florida.

Section 18.10 Counterparts. This Stadium Complex Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Stadium Complex Lease. All signatures need not be on the same counterpart.

Section 18.11 Recording of Memorandum of Lease. The Parties shall execute a Memorandum of Lease in the form attached hereto as Exhibit E and Landlord shall file the same in the Official Records of Brevard County, Florida. Upon the Lease Expiration Date or earlier termination of this Stadium Complex Lease, Tenant shall execute such instruments reasonably requested by Landlord in recordable form which are sufficient to release of record any rights or interests of Tenant in and to the Leasehold Estate.

Section 18.12 Attorneys' Fees. In the event of any litigation, including appellate proceedings, or any mediation, arbitration or administrative Action or Proceeding arising out of this Stadium Complex Lease, each party shall bear the expense of its own attorneys, expert witnesses and its own costs, including court costs. This provision is separate and several and shall survive the expiration or earlier termination of this Stadium Complex Lease or the merger of this Stadium Complex Lease into any other instrument.

WHEREFORE, the Parties have set their hands and seals this 6 day of Aug., 2015.

USSSA, LLC

BREVARD COUNTY

BY: *[Signature]*
CEO of UNITED STATES SPECIALTY
SPORTS ASSOCIATION INC., its Manager

BY: *[Signature]*
Chairman, Robin Fisher
(as approved by the Board on August 6, 2015)

DATE: 8/3, 2015

DATE: August 6, 2015

ATTEST: *[Signature]*, Scott Ellis, Clerk to the Board

**APPENDIX A
TO
STADIUM COMPLEX LEASE
GLOSSARY OF DEFINED TERMS**

"Actions or Proceedings" means any lawsuit, proceeding, arbitration or other alternative resolution process, Governmental Authority investigation hearing, audit, appeal, administrative proceeding or judicial proceeding.

"Additional Improvements" shall have the meaning given to it in Section 6.3 of the Stadium Complex Lease.

"Additional Work" shall have the meaning given to it in Section 6.3 of the Stadium Complex Lease.

"Additional Work Submission Matters" means schematic design plans for the Material Additional Work showing all material elements of such Material Additional Work.

"Affiliate" of any Person means any other Person directly or indirectly controlling directly or indirectly controlled by or under direct or indirect common control with such person.

"ARR Account" means a separate depository account maintained by the Landlord at an Acceptable Bank under the terms of the Stadium Complex Lease for the purpose of holding, applying, investing and transferring the ARR Fund.

"ARR Fund" shall have the meaning given to it on Section 7.1 of the Stadium Complex Lease.

"Assignment and Assumption Agreement" shall have the meaning given to it in Section 14.3 of the Stadium Complex Lease.

"Builder's All Risk Policies" shall have the meaning given to it in Section 9.1.2 of the Stadium Complex Lease.

"Business Day" shall mean a day of the year that is not a Saturday, Sunday or Legal Holiday.

"Business Hours" means 9:00 a.m. through 5:00 p.m. on Business Days.

"Capital Leases" as applied to any Person, means any lease of any Property by such Person as tenant which would, in accordance with GAAP, be required to be classified and accounted for as a capital lease on the balance sheet of such Person.

"Capital Repair" or "Capital Repairs" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, refurbish or replace any equipment facility, structure or any other component of the Stadium Complex or Concession Improvements, if such work is necessitated by:

(a) Any material defects in design, construction or installation of the Improvements or the Concession Improvements Premises by or on behalf of Landlord;

(b) Physical Obsolescence (including replacement necessitated by repeated breakdown of a component of the Stadium Complex or Concession Improvements despite efforts to repair or restore it short of such replacement);

(c) Modifications required by applicable Governmental Rules.

For the purposes of Article 7 of the Stadium Complex Lease (including Exhibit C), the term "Capital Repair" or "Capital Repairs" shall not include (i) any Maintenance, (ii) or the repair, restoration, refurbishment of any interior build out constructed by or on behalf of Space Tenants (iii) the repair, restoration, refurbishment or replacement of any Concession Improvements, (iv) any Casualty Repair Work, (v) any Condemnation Repair Work or (vi) the portion of any contract for the performance of any of the foregoing.

"Casualty Repair Work" shall have the meaning given to it in Section 12.1 of the Stadium Complex Lease.

"Casualty" shall mean damage, destruction or other property casualty resulting from any fire or any Force Majeure or other sudden, unexpected or unusual cause.

"Casualty Expenses" shall mean all costs and expenses required to be borne by Tenant pursuant to Article 12 of the Stadium Complex Lease.

"Commencement Date" shall have the meaning given to it in Section 3.1 of the Stadium Complex Lease.

"Community Days" shall mean days upon which the Stadium Complex can be used by the Landlord or community organizations and institutions other than the Tenant.

"Comparable Facilities" shall mean stadiums in the United States that are similar to the Stadium in size, age or refurbished condition where amateur sports events are sponsored or hosted by the Tenant or similar organizations.

"Concession Improvements" shall mean facilities or space within the Stadium Complex which are used for the preparation and service of food, beverages, retail sales of merchandise, conduct games of skill, or conduct of contests.

"Condemnation Actions" shall mean a taking by any Governmental Authority (or other Person with the power of eminent domain) by exercise of any right of eminent domain or by appropriation and an acquisition by any Governmental Authority (or other Person with power of eminent domain) through a private purchase in lieu thereof.

"Condemnation Award" shall mean all sums, amounts or other compensation for the Stadium Complex or any Concession Improvements payable to Landlord or Tenant as a result of or in connection with any Condemnation Action.

"Condemnation Expenses" shall have the meaning given to it in Section 13.2.2 of the Stadium Complex Lease.

"Condemnation Repair Work" shall have the meaning given to it in Section 13.2.2 of the Stadium Complex Lease.

"County" means Brevard County, a political subdivision of the State of Florida.

"CPI Fraction" means, as of any particular date called for under the Stadium Complex Lease, a fraction, the denominator of which is the index value of the Designated Index for the calendar month in which the Commencement Date occurs and the numerator of which is the index value of the Designated Index for the calendar month either two (2) or six (6) full calendar months prior to the calendar month in which such date specified under the Stadium Complex Lease occurs, whichever results in a higher proportion.

"Demolition" means to raze the improvements that are part of the Stadium Complex (or relevant portion of such improvements), remove any rubble or debris resulting therefrom, and cause the Stadium Complex to be returned to a safe condition.

"Designated Index" means the United States Consumer Price Index for all Urban Consumers for the Orlando Metropolitan Statistical Area (2013-2015 = 100) or if such publication should be discontinued, the Designated Index shall then refer to such comparable statistics on changes in the cost of living for urban consumers as the same may be computed and published (on the most frequent basis available) by an agency of the United States or by a responsible financial periodical of recognized authority, as selected jointly by Landlord and Tenant.

"Encumbrances" means any defects in, easements, covenants, conditions or restrictions affecting, or liens or other encumbrances on, the title to the Stadium Complex, whether evidenced by written instrument or otherwise evidenced.

"Environmental Event" means (i) the spill, discharge, leakage, pumping, drainage, pouring, interment, emission, emptying, injecting, escaping, dumping, disposing, migration or other release of any kind of Hazardous Materials which causes a threat or actual injury to human health, the environment, plant or animal life, (ii) the occurrence of any Actions or Proceedings pursuant to any Environmental Laws arising out of any of the foregoing and (iii) any claims, demands, actions, causes of actions, remedial and/or abatement response, remedial investigations, feasibility studies, environmental studies, damages, judgments or settlements arising out of any of the foregoing.

"Equipment Leases" means such leases as Landlord may enter into prior to the Commencement Date.

"Event of Default" shall have the meaning given to it in Section 15.1 of the Stadium Complex Lease.

"Excess/Umbrella Policy" shall mean Tenant's Excess/Umbrella Policy and Landlord's Excess/Umbrella Policy.

"Excusable Tenant Delay" means any Tenant Delay which is caused by or attributable to (but only to the extent of) (i) Force Majeure, (ii) failure by Landlord to perform (or delay by Landlord in performing) any of its material obligations under the Stadium Complex Lease within the time or by the date established by or pursuant to the Stadium Complex Lease for performance thereof, (iii) negligence or willful misconduct by Landlord, (iv) any direct or indirect action or omission by or attributable to Landlord (including, but not limited to acts or omissions of any Person employed by Landlord or of any agent, contractor or subcontractor of Landlord) which unreasonably interferes with or delays Tenant's performance of its obligations hereunder or (v) any unreasonable delay by Landlord in approving or consenting to any matter that requires the approval or consent of Landlord under the Stadium Complex Lease.

"FF&E" shall mean all furniture, fixtures, equipment, furnishings, machinery, and all other components and personal property owned by, or leased to, Landlord that is from time to time located on the Stadium Complex, together with all additions, alterations and replacements thereof, (whether replaced by either Party) but excluding any personal property owned by Tenant or any of its Space Tenants, licensees or invitees that may from time to time be brought onto the Stadium Complex or the improvements located thereon. FF&E shall include, but not be limited to, all furniture, fixtures, equipment, furnishings, machinery, displays, signage, scoreboards and other personal property installed, affixed, attached or supplied to the Stadium Complex by and any additions, changes or alterations thereto or replacements or substitutions therefore.

"Final Notice" shall have the meaning given to it in Section 15.4 of the Stadium Complex Lease.

"Force Majeure" means the occurrence of any of the following, for the period of time, if any, that the performance of a Party's material obligations under this Stadium Complex Lease is actually, materially, and reasonably delayed or prevented there by acts of God, lock-outs, acts of the public enemy, the confiscation or seizure by any government or public authority), insurrections, wars or war-like action (whether actual and pending or expected), arrests or other restraints of government (civil or military) blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the Party claiming the right to delay performance on account of such occurrence.

"GL Policy" shall mean Tenant's GL Policy and Landlord's GL Policy.

"Governmental Authority" means any federal, state, local or foreign governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof), and any arbitrator to whom a dispute has been presented under Governmental Rule or by agreement of the Parties with an interest in such dispute. For purposes of the use of this term, the Landlord shall not be considered a Governmental Authority.

"Governmental Rule" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

"Ground Lease" means the Ground Lease between Viera Company and the Viera Joint Venture attached to this Stadium Complex Lease as Exhibit B.

"Hazardous Materials" means (i) any substance, emission or material including, but not limited to, asbestos, now or hereafter defined as, listed as or specified in a Governmental Rule as a "regulated substance", "hazardous substance", "toxic substance", "pesticide", "hazardous waste", "hazardous material" or any similar or like classification or categorization under any Environmental Law including by reason of ignitability, corrosivity, reactivity, carcinogenicity or reproductive or other toxicity of any kind, (ii) any products or substances containing petroleum, asbestos, or polychlorinated biphenyls or (iii) any substance, emission or material determined to be hazardous or harmful.

"Impositions" means all real estate Taxes, all personal property Taxes and all possessory interest Taxes, all use and occupancy Taxes, all excises, assessments, and levies, general and special, ordinary and extraordinary, foreseen and unforeseen (including, without limitation, assessments for public improvements and betterment, and any mass transit, park, child care and art contributions, assessments or fees), that are, with respect to the Stadium Complex Lease or Stadium Complex, assessed, levied, charged, confirmed or imposed upon or with respect to or become payable out of or become a lien on the Leasehold Estate, the Stadium Complex Lease or the Stadium Complex, or the appurtenances thereto, or for any use or occupation of the Stadium Complex, or such franchises, licenses and permits as may be appurtenant or related to the use of or Stadium Complex, this transaction or any documents to which Landlord is a party.

"Indemnified Party" shall have the meaning given to it in Section 9.7.6 of the Stadium Complex Lease.

"Insurance Account" means a separate depository account maintained by the Landlord at an Acceptable Bank under the terms of the Stadium Complex Lease for the purpose of holding, applying, investing and transferring the Insurance Fund.

"Insurance Covenant" means all the covenants and agreements of Tenant with respect to insurance policies and coverages to be maintained by Tenant pursuant to and in accordance with Article 9 of the Stadium Complex Lease.

"Insurance Fund" shall have the meaning given to in Section 9.6 of the Stadium Complex Lease.

"Insurance Plan Additional Requirements" means, in addition to the insurance and policies set forth in Article 9, the insurance policy and coverage requirements set forth in Appendix D of the Stadium Complex Lease.

"Insurance Proceeds" shall have the meaning given to it in Section 12.2.1 of the Stadium Lease.

"Insured Casualty Risks" means physical loss or damage from fire, acts of God, flooding, earth movement (including, but not limited to, earthquake, landslide, subsidence and volcanic eruption), collapse, water damage, leakage from fire protection equipment or sprinkler systems, explosion (except steam boiler explosion), smoke, aircraft (including objects falling therefrom), motor vehicles, riot, riot attending a strike, civil commotion, sabotage, terrorism, vandalism, malicious mischief, theft, civil or military authority and all other perils (including resultant loss or damage arising from faulty materials, workmanship or design) except to the extent insurance against such perils is from time to time not available on commercially reasonable terms in Orlando, Florida.

"Insured Materials and Equipment" means all materials intended for incorporation into the Stadium Complex, whether stored on-site or off-site.

"Landlord" means the Landlord named in the opening Recitals of the Stadium Complex Lease.

"Landlord Default" shall have the meaning given to it in Section 15.1.2 of the Stadium Complex Lease.

"Landlord Representative" shall have the meaning given to it in Section 1.2 of the Stadium Complex Lease.

"Landlord's Condemnation Award" shall have the meaning given to it in Section 13.2.1 of the Stadium Complex Lease.

"Landlord's Expenses" shall have the meaning given to it in Section 6.10 of the Stadium Complex Lease.

"Landlord's Excess/Umbrella Policy" shall have the meaning given to it in Section 9.1.4(c) of the Stadium Complex Lease.

"Landlord's GL Policy" shall have the meaning given to it in Section 9.1.4(a) of the Stadium Complex Lease.

"Landlord's Remedial Work" shall have the meaning given to it in Section 6.9 of the Stadium Complex Lease.

"Lease Expiration Date" means the last day of the Primary Term or any Renewal Term, whichever is later, unless sooner terminated pursuant to any applicable provisions of the Stadium Complex Lease, in which event such date of termination shall be the Lease Expiration Date.

"Lease Term" shall have the meaning given to it in Section 3.1 of the Stadium Complex Lease.

"Lease Year" means the twelve (12) month period commencing on the latest date the Stadium Complex Lease is executed by a party to the lease.

"Leasehold Estate" means the leasehold estate in the Stadium Complex granted to Tenant under the Stadium Complex Lease and all other rights, titles, and interest granted to Tenant under the Stadium Complex Lease.

"Legal Holiday" means any day, other than a Saturday or Sunday, on which the County's administrative offices are closed for business.

"Lien" means, with respect to any Property, any mortgage, lien, pledge, charge or security interest and with respect to the Stadium Complex, the term Lien shall also include any liens for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens, including, but not limited to, Mechanic's Liens and claims.

"Maintain" and "Maintenance" means all work (including all labor, supplies, materials and equipment) which is of a routine, regular, and predictable nature and reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures (including, but not limited to, media plug-ins and cable and all wiring attendant thereto), equipment or furnishings, or any other component of the Stadium Complex or Concession Improvements in order to preserve such items in a manner reasonably consistent with other Comparable Facilities. Maintenance shall include, but not be limited to, the following: (i) preventative or routine maintenance that is stipulated in the operating manuals for the components as regular, periodic maintenance procedures; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for HVAC, plumbing, and electrical and structural systems such as periodic cleaning, lubrication, and changing air filters and lights (other than field lights); (v) touch up painting; (vi) cleaning prior to, during and following all games and other events held at the Stadium Complex; (vii) grounds keeping and maintenance of the surface of the Playing Fields, including mowing, seeding, fertilizing, marking lines, installing and removing bases and pitchers mounds and re-

sodding (except on synthetic fields); (viii) changing of standard, isolated light bulbs, fuses and circuit breakers, as they burn out; (ix) the labor required to perform Capital Repairs to the extent that such labor is performed by regular, on-site personnel acting in accordance with the standard duties for which such on-site personnel are regularly employed; and (x) any other work of a routine, regular and generally predictable nature that is reasonably necessary to keep the Stadium Complex or Concession Improvements in a first class condition. Maintenance shall not include any work included within the term "Capital Repair."

"Maintenance and Capital Repair Work" shall have the meaning given to it in Section 6.2.1 of the Stadium Complex Lease.

"Maintenance and Warranty Contracts" means the documents and subcontracts inuring to the benefit of the Landlord for the construction, supply or installation of buildings, equipment, systems or FF&E relating to the Stadium Complex or the use of the Stadium Complex, including any roof warranties.

"Mechanic's Lien" shall have the meaning given to it in Section 6.7 of the Stadium Complex Lease.

"Memorandum of Lease" means the short form memorandum of the Stadium Complex Lease in the form attached hereto as Exhibit F containing (among other information) the names of the Parties, a description of the Stadium Complex and the Lease Term.

"Nationals Lease" means the lease between Brevard County and the Washington Nationals Baseball Club, LLC for Space Coast Stadium and other property owned by Brevard County that is attached as Exhibit A to this Stadium Complex Lease.

"Parties" shall have the meaning given to it in the first paragraph of the Stadium Complex Lease.

"Permitted Encumbrances" shall have the meaning given to it in Section 2.2.1 of the Stadium Complex Lease, which Permitted Encumbrances are listed in Exhibit E attached thereto.

"Permitted Uses" shall have the meaning given to in Section 5.1 of the Stadium Complex Lease.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

"Personalty" shall have the meaning as given to it in Section 10.1.2 of the Stadium Complex Lease.

"Playing Field" shall mean the areas, within the Stadium Complex, designed for the playing of baseball or other field sports including the grass, infield grass, the outfield grass, the infield skinned area, the ground lying to the foul side of the foul lines of the playing field, the warning track, the dugouts and the bull pens, including drainage and irrigation systems.

"Potential Tenant Default" means either (i) any then existing uncured breach by Tenant which, but for the passage of time (with or without notice thereof from Landlord, if applicable), would constitute a Tenant Default under the Stadium Complex Lease, or Sublease or (ii) the then existence of any of the following: (i) the making by Tenant of any general assignment for the benefit of creditors until such assignment is rescinded; (ii) the filing by Tenant or against Tenant of a petition or proceeding to have Tenant adjudged a bankrupt or of a petition or proceeding for reorganization or arrangement under any law relating to

bankruptcy until the same is dismissed; (iii) the appointment of a trustee or receiver to take possession of substantially all of the Leasehold Estate, until possession is restored to Tenant; (iv) or the attachment, execution or other judicial seizure of substantially all of the Leasehold Estate, until such seizure is discharged.

"Primary Term" shall have the meaning given to it in Section 3.2 of the Stadium Complex Lease.

"Prohibited Uses" shall have the meaning given to it in Section 5.2 of the Stadium Complex Lease .

"Property Insurance Policy" shall have the meaning given to it in Section 9.1.1 Stadium Complex Lease.

"Public Debt" shall mean the taxable and tax-exempt notes, bonds, or other indebtedness incurred or to be incurred from time to time to finance the costs of the Project and any refinancings or refundings of such notes, bonds or indebtedness. Public Debt is not secured by a Lien on the Stadium Complex, or other indebtedness incurred or to be incurred from time to time to finance the costs of the Project and any refinancings or refundings of such notes, bonds or indebtedness. Public Debt is not secured by a Lien on the Stadium Complex.

"Renewal Term" shall have the meaning given to it in Section 3.5 of the Stadium Complex Lease.

"Responsible Officer" means with respect to the subject matter of any certificate, representation or warranty of any Person contained in the Stadium Complex Lease, a vice president or higher corporate officer of such Person and, in the case of a partnership, an individual who is a general partner of such Person or such an officer of a general partner of such Person) who, in the normal performance of his operational responsibility, would have knowledge of such matter and the requirements with respect thereto.

"Seat Rights" shall have the meaning given to it in Section 5.5 of the Stadium Complex Lease.

"Service Contracts" means such service contracts for the Stadium Complex as Landlord may enter into prior to the Commencement Date.

"Space Lease" means a lease, sublease, license, concession or other occupancy agreement for the use or occupancy of space or the location of any business or commercial operations in or on the Stadium Complex or any part thereof, but excluding any lease or sublease of the entire Stadium that gives the Space Tenant exclusive possessory rights to the same.

"Space Tenant" means a tenant, occupant, licensee or concessionaire under or pursuant to a Space Lease.

"Stadium Complex" has the meaning set forth in section 2.1 and any reference to the "Stadium Complex" shall include any part or portion thereof unless the context otherwise requires.

"Stadium Complex Lease" means the Stadium Complex Lease Agreement dated as of the Effective Date by and between Landlord and Tenant, as the same may be amended, supplemented, modified, renewed or extended from time to time with the consent of Landlord and Tenant.

"Substantially All of the Improvements" shall have the meanings given to it in (i) Section 12.3.3 of the Stadium Complex Lease with respect to any Casualty and (ii) Section 13.1.3 with respect to any Condemnation Action.

"Tax" shall mean any tax, assessment, levy or similar charge.

"Tenant" shall have the meaning given to it in the first paragraph of the Stadium Complex Lease or any successor owner of the Leasehold Estate pursuant to the requirements of Article 14 of the Stadium Complex Lease.

"Tenant Default" shall have the meaning given to it in Section 15.1.1 of the Stadium Complex Lease.

"Tenant's Excess/Umbrella Policy" shall have the meaning given to it in Section 9.1.3(c) of the Stadium Complex Lease.

"Tenant's GL Policy" shall have the meaning given to it in Section 9.1.3(a) of the Stadium Complex Lease.

"Tenant's Remedial Work" shall have the meaning given to it in Section 6.8 of the Stadium Complex Lease.

"Tenant's Annual ARR Fund Deposit" shall have the meaning given to it in Section 7.2 of the Stadium Complex Lease.

"Tenant's Workers' Compensation Policy" shall have the meaning given to it in Section 9.1.3(b) of the Stadium Complex Lease.

"Transfer" shall have the meaning given to it in Section 14.1 of the Stadium Complex Lease.

"Untenantable Condition" shall mean the existence of any one of the following conditions but only to the extent the same is not the result of the failure of Tenant to perform its obligations as required under the Stadium Complex Lease:

(a) The use or occupancy of the Stadium or Playing Fields for baseball games, other field sports or other Permitted Uses is not allowable under applicable Governmental Rule or is restricted in any material respect under applicable Governmental Rules, including, but not limited to, denial of access;

(b) The condition of the Stadium or Playing Fields is such that the playing of games or use for baseball games, other field sports or other Permitted Uses is not allowed under applicable Governmental Rules;

(c) The use or occupancy of thirty-five percent (35%) or more of any of the seating areas within the Stadium are restricted or unusable or are subject to a material restriction on access.

"Warranty Claim" shall have the meaning given it in Section 6.12 of the Stadium Complex Lease.

"Workers' Compensation Policy" shall mean Tenant's Workers' Compensation Policy

AGREEMENT BETWEEN
THE BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
THE FLORIDA MARLINS
JUNE 12, 1992



EXHIBIT A

AGREEMENT

This Agreement is made and entered into as of June __, 1992, by and between COUNTY OF BREVARD, a political subdivision of the State of Florida (the "County"), and FLORIDA MARLINS BASEBALL, LTD., a limited partnership organized and existing under the laws of the State of Florida (the "Club").

WITNESSETH:

WHEREAS, pursuant to an agreement with The National League of Professional Baseball Clubs and its member clubs, the Club will be granted a franchise (the "Franchise") to operate a professional baseball team in Dade County, Florida, as a member of the National League; and

WHEREAS, the Club will assemble and field a National League team to be known as the "Florida Marlins" for participation in the 1993 season; and

WHEREAS, in connection with its participation in the National League, the Club is in need of a stadium for its spring training exhibition games; and

WHEREAS, to provide a facility for public recreational purposes, to promote and preserve gainful employment and tourism and to enhance the economic prosperity of the County of Brevard, the State of Florida and their residents, the County desires to construct a sports stadium for use by the Club and for other public purposes; and

WHEREAS, the County desires that the Club use the stadium for spring training exhibition baseball games and operate, manage and maintain the stadium year-round; and

WHEREAS, the Club is willing to use the stadium as a spring training site and for other purposes and to operate, manage and maintain the Stadium, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follow:

ARTICLE I

INTERPRETATION OF AGREEMENT

1.1 Definitions. As used in this Agreement:

"Agreement" means this Agreement, as it may be amended or supplemented from time to time in accordance with the terms hereof.

"Bonds" means tax-exempt bonds to be issued by the County to finance construction of the Stadium and Capital Improvements thereto.

"CPI" means the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States, Department of Labor, or if such index is no longer published, such other similar index as may be agreed to by the parties hereto.

"Capital Improvements" means the items described in clauses 3 5(b)(1)-(v).

"Contract Year" means any year (or portion thereof) during the Term commencing January 1 (or, in the case of the first Contract Year, the Project Completion Date) and ending December 31 of such year (or on the date this Agreement is earlier terminated, if applicable).

"County Architect" means the design-build firm retained by the County pursuant to section 2.2.

"Dormitory" means a congregate living facility owned and operated by the Club for the sole purpose of housing Club personnel and players.

"Equipment" means the fixtures, furnishings, equipment and other items of personal property provided by the County for use in connection with the operation of the Facilities pursuant to this Agreement.

"Event" means any assembly, tournament, game, contest, exhibition, performance or other event held, produced or exhibited at the Facilities during the Term.

"Event of Default" means any event or condition listed in section 5.1.

"Facilities" means the Stadium, the Land and the Equipment.

"Land" means the real property described on Exhibit 1.

"Liens" has the meaning ascribed to it in subsection 4.2(e).

"person" means any natural person, corporation, partnership, joint venture, trust or unincorporated organization or association, joint stock company or other similar organization, government or any political subdivision thereof, court, or any other legal entity, whether acting in an individual, fiduciary or other capacity.

"Plans" means the plans, drawings and specifications for construction of the Stadium prepared in accordance with sections 2.1 and 2.2.

"Project Completion Date" means the date the Stadium is completed and available for occupancy and use as contemplated in section 2.1.

"Stadium" means the stadium and its appurtenances to be constructed on the Land pursuant to this Agreement, including the playing field, major league and visiting team's clubhouses, batting cages, offices, grandstands, seats, press box, scoreboard, concession stands, restroom facilities, walkways, all fixtures and nonmovable equipment affixed thereto or located thereat (other than the Equipment) and all the improvements to the Land such as paved parking areas and roadways.

"Term" means the period commencing on the Project Completion Date and ending on the date this Agreement terminates in accordance with the provisions hereof.

1.2 Interpretation. The descriptive headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. In

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this Agreement, references to articles, sections, subsections, paragraphs, clauses or exhibits are to this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto; and the use of the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of the Agreement. Whenever the terms "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

1.3 Exhibits. All exhibits attached hereto or referenced herein are hereby incorporated by reference into, and made a part of, this Agreement.

ARTICLE II

ACQUISITION OF LAND AND

DESIGN, CONSTRUCTION AND COMPLETION OF THE STADIUM

2.1 Construction of the Stadium. At its sole cost and expense, the County shall acquire the Land and finance and construct the Stadium on the Land in accordance with section 2.2 below for use during the 1994 spring training baseball season and throughout the Term. The total cost of design/build of the Stadium shall not exceed the sum of \$6,650,000. The County's obligation under this Agreement will be limited to those funds coming from the fourth cent tourist tax and any state funds available. The Stadium shall be completed and

'available for occupancy and use as a baseball stadium on or before January 1, 1994 (the "Project Completion Date"). For purposes of the foregoing sentence, "completed and available for occupancy and use" shall mean that a certificate of occupancy and all required permits shall have been issued for the Stadium and that the Stadium shall have been constructed in substantial compliance with this Agreement and the Plans. The County shall deliver to the Club on the Project Completion Date copies of all building permits, environmental permits, land use permits, certificates of occupancy and any other permits, approvals, licenses or agreements from or with all applicable governmental or quasi-governmental authorities having jurisdiction over the Stadium or Land and required for the occupancy and use of the Stadium or Land.

2.2 Design-Build. The County shall construct the Stadium pursuant to a "design-build contract," as defined in section 287.055(2)(i), Florida Statutes (1991). The Stadium shall be constructed in accordance with a "design criteria package," as defined in section 287.055(2)(j), Florida Statutes (1991), which shall be prepared and sealed by a design professional employed or retained by the County in accordance with applicable law and which shall be acceptable to the County and the Club in all respects (which acceptance shall be evidenced in writing). The County shall meet with the Club to review the design criteria package for the Stadium prior to the issuance of the bid or request for proposal concerning the design-build contract and shall afford the Club a meaningful

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opportunity to review and consider such design criteria package and to offer comments and input regarding the same. Following acceptance of the design criteria package, the County shall award a design-build contract for construction of the Stadium to a design-build firm (the "County Architect"), pursuant to applicable laws and Brevard County rules and ordinances. The Club shall be afforded a meaningful opportunity to comment on the selection of the County Architect, including input regarding the qualifications of the bidders, their past performance; their approach to the project and their ability to meet the budgetary and time requirements. The County shall not select a County Architect who is unable to construct the Stadium for occupancy on or before the Project Completion Date or who is unable to satisfy all the requirements of the County and the Club with respect to such construction. The County shall cause the County Architect to provide the Club with copies of the proposed Plans prior to issuance of a notice to proceed and to meet with the Club to review the Plans. The Club shall be afforded a meaningful opportunity to review and consider the proposed Plans and to offer comments and input regarding the same, and, in any event, the Plans shall be subject to written acceptance by the County and the Club and shall comply with the provisions of this Agreement (including the exhibits hereto) in all respects. After the Plans are approved, the County shall cause the County Architect to commence construction of the Stadium in accordance with the approved Plans and this Agreement. The Club shall have the

'right to monitor and inspect all aspects of the construction. All changes, additions and modifications to the Plans must be acceptable to the Club. The County and the County Architect shall use their best efforts to adhere to the schedule set forth on Exhibit 2. To the extent possible, the County shall cause all warranties provided to it by the County Architect and each contractor, subcontractor, manufacturer or other person to be for the benefit of and enforceable by the Club, and, in any event, the County shall deliver to the Club copies of all such warranties.

2.3 Equipment. All equipment necessary to operate the Stadium shall be provided by the parties in the manner set forth in Exhibit 3. The County shall cause all warranties provided in respect of the Equipment to be for the benefit of and enforceable by the Club, and the County shall deliver to the Club copies of all such warranties.

2.4 Access and Parking. The County shall provide access to the Stadium (paved streets, sidewalks and ramps) and paved parking areas at the Stadium in accordance with the Plans and the Agreement to Donate Land of even date herewith between The Viera Company and Brevard County (the "Viera Agreement"). These improvements shall be completed on or before the Project Completion Date.

2.5 Landscaping. The County shall be responsible for all landscaping in and around the Stadium as part of the construction of the Stadium. Such landscaping shall be completed on or before the Project Completion Date.

2.6 Enforcement of Warranties. The County shall diligently enforce all warranties with respect to the Stadium and the Equipment. If, upon the request of the Club, the County fails to diligently pursue such claims, then the Club may do so at the County's expense and may attempt to enforce such claims in its own right and as agent for the County. The resolution of all warranty claims must be reasonably acceptable to both the County and the Club.

ARTICLE III

USE OF FACILITIES; OPERATION, MANAGEMENT AND MAINTENANCE

3.1 Use of Facilities. The County shall deliver possession of the Facilities to the Club on the Project Completion Date. Subject to the terms and conditions hereof, from and after the Project Completion Date and throughout the Term, the Club shall be entitled to use the Facilities for the purpose of playing its spring training exhibition baseball games and for any other purposes (including Events held, sponsored or involving third parties), insofar as such use is not expressly prohibited by this Agreement. The Club agrees to use the Stadium as its home field for spring training exhibition baseball games and to use its reasonable best efforts to attract and promote additional public Events that do not interfere with the use of the Stadium for baseball games. Other than performance of its obligations hereunder, the Club shall not be required to make any payment to or perform any obligation for the benefit of the County for any such use of

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the Facilities by the Club or third parties. The Club shall be entitled to enjoy, and shall enjoy, quiet, peaceful and undisturbed possession of the Facilities in accordance with the provisions hereof. At the expiration of the Term or the earlier termination of this Agreement in accordance with the provisions hereof, the Club shall surrender possession of the Facilities to the County without further notice. On or before the date the Facilities are surrendered, the Club may remove any additions, improvements or fixtures that it made or affixed to the Facilities, provided that the Club repair any damage occasioned by such removal and restores the premises to the condition existing prior to installation of such fixtures or the making of such improvements.

3.2 Term. This Agreement shall become effective on the date the Land is conveyed to the County pursuant to the Viera Agreement and the adjoining parcel (the "Club Parcel") is conveyed to the Club pursuant to the Agreement to Donate Land of even date herewith between The Viera Company and the Club (the "Club Agreement") and shall terminate, subject to the Club's rights and options to extend set forth in this section 3.2, on December 31, 2017; provided, however, if the Land and Club Parcel are not so conveyed within 120 days following the date of this Agreement, the parties hereto shall adjust the Project Completion Date to take into account the delay in closing; and, further provided, that if the Land and Club Parcel are not conveyed to the County and the Club, respectively, in accordance with the terms and conditions of

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the Viera Agreement and the Club Agreement, then this Agreement shall be of no further force or effect and neither party hereto shall have any further liability or obligations hereunder. The Club at its option may extend the Term for an additional period of 10 years and thereafter an additional period of five years by providing to the County written notice of its election no less than one year prior to expiration of the then current term. Each extension shall be governed by and subject to the other provisions of this Agreement. If the Club fails to extend the Term in accordance with the provisions of this section, then the County shall have the right to seek other users for the Facilities for the period beginning on the day after the expiration of the Term.

3.3 Admission, Parking, Concessions, Advertising and Broadcasting. At all times during the Term, the Club shall have the sole and exclusive right (a) to fix, charge and collect admission for Events, (b) to fix, charge and collect a fee for the privilege of parking at the Facilities, (c) to sell food, beverages, concessions, novelties and other items at the Facilities, (d) to sell and display advertising at the Facilities (including fence signs, scoreboards, signboards, billboards, pamphlets and programs) and (e) to broadcast and license broadcasts of Events. The Club shall be entitled to all revenue generated by the foregoing sales or activities, and the County shall not be entitled to any portion thereof (except as provided in the first sentence of section 3.4).

3.4 County Use of Stadium. Notwithstanding the provisions of section 3.1, the County, upon 60 days' advance written notice to the Club, shall be entitled to use the Stadium for non-revenue producing Events (except, at the option of the County, revenue to cover actual costs) for a minimum of 30 days each Contract Year, without charge or fee, except that the County shall pay the Club for the actual costs and expenses incurred by the Club in connection with such use (e.g., prorated utility and supply costs and personnel costs) so that such use shall not impose any burden (financial or otherwise) on the Club; provided, however, that all Stadium operations and concessions for Events sponsored or held by the County shall be the responsibility (subject to the County's obligation to reimburse the Club for its costs and expenses) and under the control of the Club and the Club shall be entitled to retain all revenue generated from the sale of concessions; provided, further, that, upon the request of the County, the Club shall increase the prices for concessions and shall remit to the County or such other nonprofit user of the Stadium as the County may direct an amount equal to the difference between the increased concession prices charged for such Event and the concession prices normally charged by the Club for such Events. Notwithstanding the foregoing, if the costs of operating and maintaining the Stadium during the period the County is authorized to use the Stadium shall exceed 10% of the debt service on the Bonds during such calendar year, unless the County receives an opinion of nationally recognized bond

counsel that such action is not necessary, either (i) the number of days for which the County is authorized to use the Stadium shall be automatically reduced to a number in which the costs of operation and maintenance in such period do not exceed the 10% test mentioned above, or (ii) at the option of the County, the County will pay costs of operation and maintenance of the Stadium for the number of days necessary to ensure compliance with the foregoing test. The County and the Club shall cooperate in scheduling the County's use of the Stadium to avoid any conflict with revenue generating activities at the Stadium, and in no event shall the County use the Stadium at times that would conflict with the Club's use of the Stadium for baseball games or training or with any previously scheduled Event.

3.5 Operation, Management and Maintenance.

(a) Subject to the other provisions of this Agreement, the Club shall be responsible for, at its sole cost and expense, the operation, management and maintenance of the Facilities throughout the Term, and agrees to exert reasonable efforts in connection therewith and to maintain the Facilities in good condition, including necessary repairs and replacement of all equipment, ordinary wear and tear excepted. The Club agrees to perform and furnish during the Term all management services, labor and materials needed to operate, manage and maintain the Facilities in accordance with its obligations under this Agreement. It is the intent of the parties that the Club will have authority over the operation of the Facilities

during the Term, including the right to establish and enforce the rules, regulations, policies and guidelines applicable to the use of the Stadium. All persons used in the management and operation of the Facilities will be employees, consultants, contractors, licensees, agents or representatives (collectively, "Personnel") of the Club and not of the County. The Club shall select the number, function, qualifications, compensation and other terms and conditions relating to such persons. During the Term the Club shall have the exclusive right to do, among other things, the following at the Stadium:

(i) To employ, hire, retain, compensate, supervise and discharge all Personnel;

(ii) To negotiate and enter into licenses, use agreements and bookings for the Stadium;

(iii) To rent, lease and purchase, as the property of the Club, all necessary supplies and equipment for Events and ordinary maintenance;

(iv) To negotiate and enter into service contracts required in the ordinary course of business in operating the Stadium, including contracts for electricity, engineering services, gas, telephone, janitorial service, vermin extermination and concessions;

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(v) To establish prices, rates and rate schedules for the licenses, use and booking agreements; and

(vi) To cause such acts and things to be done as shall be necessary or appropriate to the proper operation and maintenance of the Stadium.

(b) Notwithstanding subsection (a) above, operation, repair and maintenance for which the Club shall be responsible shall not include (i) construction items, whether they relate to the initial construction of the Stadium, any subsequent construction work or any repairs or renovations required as the result of faulty workmanship or materials in connection with the construction of the Stadium, (ii) any item that is not caused by ordinary wear and tear, (iii) any alteration, modification and addition as may be required from time to time to meet the requirements of law or of any governmental body having jurisdiction with respect to the Facilities, (iv) any item necessary to repair or replace damaged or destroyed property resulting from vandalism (other than damage caused by attendees of Events), fire, disease not normally treated by routine maintenance, flood or other natural calamity or Act of God or (v) any damage or loss covered by insurance maintained by the County (collectively, "Capital Improvements"). Capital Improvements shall be authorized jointly by the County and the Club and shall be funded from an account to be established and maintained by the County (the "Capital Fund") and, if applicable, by insurance proceeds

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pursuant to subsection 3.9(a). The Capital Fund shall be a separate interest bearing bank account (with the interest earned to be added to the Capital Fund) and shall be funded with 50% of the difference between (A) the amount collected by the County in respect of the additional 1% local option tourist development tax that was levied by the County to pay debt service on the Bonds and (B) the regularly scheduled debt service on the Bonds with (the "Excess"). All the Excess shall be deposited by the County into the Capital Fund to the extent necessary to achieve and maintain a minimum balance in the Capital Fund of \$2,000,000. So long as a minimum balance of \$2,000,000 is continuously maintained in the Capital Fund, the County at its option may use any Excess over and above such required minimum balance to retire Bonds. Other than to retire Bonds as permitted by the foregoing sentence and to fund repairs and improvements to the Stadium that are agreed to by the parties in the exercise of their reasonable discretion, the Capital Fund shall be used solely for funding Capital Improvements. The Club shall not be responsible for the cost of any Capital Improvements.

3.6 Security. The Club shall provide adequate security for Events.

3.7 Alterations and Improvements. The Club shall have the right from time to time, at its own expense, to make alterations and improvements to the Facilities as the Club may deem desirable in the conduct of its business; provided, however, that any material alteration or improvement shall

require the prior consent of the County (which shall not be unreasonably withheld or delayed).

3.8 Utilities. The Club shall be responsible for all utility (e.g., electric, water, sewage and waste disposal) charges attributable to the use or operation of the Facilities during the Term. The County shall cause, as part of the construction of the Facilities, the Facilities to be serviced by all necessary utilities.

3.9 Insurance.

(a) The County shall maintain all-risk property insurance for the Stadium and the equipment at the Facilities (not including furnishings, equipment and personal items of the Club) in an amount equal at least to the full replacement cost of the Stadium and such equipment, provided that in no event shall the amount of such insurance in force be less than the amount needed to avoid the County or the Club being deemed a co-insurer under applicable law or policies. If any loss or damage occurs (whether insured against or not), the County shall promptly repair, replace or restore the Stadium and such equipment to its original condition, minimizing the interference with the Club's operations, or shall promptly construct a replacement facility at the same site as the Stadium or at an alternative site acceptable to both parties. The County shall consult with the Club in connection with any such repairs, restorations or replacements. The specifications and plans therefor, and the materials and workmanship, must be acceptable to the Club. If the Club is unable to use the

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'Stadium during any period of repair or reconstruction, then the County shall be responsible for the costs and expenses incurred by the Club in obtaining an alternate site to play its games during such period, which site must be acceptable to the Club; provided, however, that the County shall not be responsible for such costs and expenses if the loss or damage necessitating the repairs or reconstruction of the Facilities was caused by the Club or any third party other than the County. The County shall also maintain, or cause the contractor to maintain for its benefit, builder's risk insurance at all times construction is in progress, with such limits, form, endorsements and coverages as are available and as reasonably acceptable to the Club.

(b) The County also shall maintain commercial general liability insurance not more restrictive than provided by ISO form CG 00 01, with limits, endorsements and coverages as are available and as reasonably acceptable to the Club.

(c) The Club shall maintain workers' compensation/employer's liability insurance at statutory levels, commercial general liability insurance not more restrictive than provided by ISO form CG 00 01 and in an amount not less than \$5,000,000 and such other insurance as may be customary for operators of similar facilities, with limits, endorsements (including liquor endorsements if liquor is sold on the premises) and coverages as are available and as reasonably acceptable to the County.

(e) Litigation. There are no actions, suits, claims, governmental investigations or other court, administrative or arbitration proceedings pending or, to the Club's knowledge, threatened against the Club that could affect the Club's rights and obligations under this Agreement or the ability of the Club to perform its obligations hereunder or that question the validity or enforceability of this Agreement.

4.2 The County. The County represents and warrants to the Club that as of the date hereof and throughout the Term:

(a) Organization, Power and Authority. The County is a political subdivision of the State of Florida and has all requisite power and authority to own or lease the Facilities, to enter into this Agreement and to perform its obligations hereunder.

(b) Authorization. The execution and delivery of this Agreement, and the performance by the County of its obligations hereunder, have been duly authorized by all necessary action on the part of the County.

(c) Enforceability. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(d) No Conflicts. Neither the execution and delivery of this Agreement, nor performance of the County's obligations hereunder, will contravene any provision of any material agreement or instrument to which the County is a party

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'and will not violate any law, statute, ordinance, rule, regulation, decree or order which is binding upon the County or the Facilities.

(e) The Facilities.

(1) The County will have, on or before the Project Completion Date, good and marketable absolute fee title to the Facilities, free and clear of any liens, encumbrances, mortgages, pledges, security interests, easements, restrictions, rights of way and charges of any kind (collectively, "Liens").

(11) On the Project Completion Date, there will be no material defects in the structures that comprise the Facilities, including the plumbing, electrical systems, and the heating, ventilation and air conditioning systems, and the Facilities will comply with all applicable zoning, subdivision, land use, building, occupational health and safety, environmental and pollution control laws, statutes, codes, ordinances and regulations.

(111) The Stadium will have direct access to public roads and will be served by utilities in such quantity and quality as will be sufficient to satisfy the activities contemplated hereunder.

(f) Litigation. There are no actions, suits, claims, governmental investigations or other court, administrative or arbitration proceedings pending or, to the

County's knowledge, threatened against the County that could affect the County's rights and obligations under this Agreement or the ability of the County to perform its obligations hereunder or that question the validity or enforceability of this Agreement.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any one or more of the following conditions or events (whatever the reason for such condition or event and whether voluntary, involuntary or effected by operation of law) shall constitute an Event of Default under this Agreement:

(a) Any representation or warranty of either party in this Agreement shall prove to have been untrue, inaccurate, incomplete or misleading in any material respect when made or at any time during the term of this Agreement.

(b) Either party shall fail or neglect to perform or observe any covenant or condition required to be kept, performed or observed by it, and such failure shall continue for a period of 30 days after written notice to such party by the other party. The County shall not be entitled to a cure period of 30 days as provided by the foregoing sentence if its failure to perform has resulted in a condition that requires immediate attention due to the impact on the Club's ability to use the Facilities for their intended purposes. The provision in the third sentence of section 2.1 shall not excuse

or constitute a waiver of any failure by the County to perform or observe any covenant or condition in this Agreement; such failure shall constitute an Event of Default giving rise to rights and remedies in favor of the Club notwithstanding such provision in section 2.1, including the right to terminate this Agreement and to seek damages.

5.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the nondefaulting party, at its sole option, may (i) seek damages and/or (ii) declare this Agreement to be terminated by providing 10 days' notice of such termination to the other party, and such nondefaulting party shall have no further obligations with respect thereto following such termination. If the Club fails to take possession of the Facilities on the Project Completion Date or deserts or vacates the Facilities in violation of this Agreement or if the County terminates this Agreement as a result of an uncured default on the part of the Club, then the County shall have the right to reenter or repossess the Facilities, without being liable for any prosecution therefor. The County shall take all reasonable actions to mitigate any loss or damage caused by such default on the part of the Club.

(b) If the Club shall fail to utilize the Stadium as its home field for its spring training exhibition games in breach of its obligations under section 3.1, and such failure is not cured as provided herein and as a result the County terminates this Agreement, the Club shall be liable to

reimburse the County for all regularly scheduled payments of principal and interest due on the Bonds during the period commencing with the date of termination of this Agreement and ending on the date the County reaches an agreement for use of the Stadium with (1) another professional sports organization or (ii) any other person pursuant to an arrangement in which the benefit to the County is substantially the same as provided under this Agreement.

(c) No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an Event of Default shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any Event of Default. No waiver of a single Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

(d) The remedies set forth herein shall not be exclusive and shall be in addition to other rights and remedies which the parties may have as specified herein or otherwise.

5.3 Indemnification. To the extent permitted by law, each party hereto agrees to defend, indemnify and hold the other party harmless from and against all indemnifiable damages of such party. For purposes of this section 5.3, the term "indemnifiable damages" means all expenses, losses, costs, deficiencies, liabilities and damages (including related attorneys' and paralegals' fees, court costs and costs for

'appeals) incurred or suffered by a party hereto by reason of or as a result of (a) any breach of a representation or warranty of the other party in this Agreement, (b) any default in the performance of any of the covenants or agreements of the other party in this Agreement, (c) any negligent or willful act or omission of the other party or any of its agents, employees or representatives or (d) any spill, release, discharge or improper handling or disposal of any hazardous or toxic substance by the other party or any of its agents, employees or representatives on, under or near the Land. The obligations of the parties under this section 5.3 shall survive termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Right of First Refusal; Purchase Option.

(a) Right of First Refusal. The County hereby grants the Club the right of first refusal should the County desire to sell the Facilities, or any part thereof, from and after the date hereof until the date this Agreement terminates. Upon receipt of an offer from a third party to purchase all or a portion of the Facilities (an "Offer"), the County shall give the Club written notice of the Offer (a "Transfer Notice"), which notice shall state in reasonable detail all material terms of the proposed sale, the identity of the offeror, the purchase price proposed, and shall also contain an offer to sell the Facilities (or relevant part

thereof) to the Club at the price and on the terms contained in the Offer. After its receipt of the Transfer Notice, the Club shall have the right and option to purchase the Facilities (or relevant part thereof) at the price and on the terms of the Offer set forth in the Transfer Notice, which right and option may be exercised by written notice to the County within 30 days of receipt of the Transfer Notice. The closing of the purchase and sale of the Facilities shall be held on such date and at such time as the County and the Club may agree. If the Club does not exercise its right and option to purchase the Facilities subsequent to receipt of a Transfer Notice and the offeror who was identified in such Transfer Notice fails to purchase the Facilities (or relevant part thereof) within 60 days of delivery of the Transfer Notice, then any subsequent sale of the Facilities will be subject to the provisions of this subsection 6.1(a) upon transfer.

(b) Purchase Option. Provided that the Club is not then in default under this Agreement, the Club may deliver to the County a written notice of the Club's election (which election shall be irrevocable except as provided below) to purchase the Facilities at a to be agreed upon price as of the end of the Term (plus all sales or other transfer taxes or other similar charges on or measured by such price except for capital gains or other similar taxes). The purchase price with respect to the Facilities shall be an amount mutually agreed upon by the County and the Club following the notice referred to above; provided, however, that if the County and the Club

are unable to agree upon the fair market sales value of the Facilities within 60 days of such notice of the Club's election to exercise the purchase option, then the Club shall have the option of withdrawing its election to purchase the Facilities at any time prior to the 90th day prior to the end of the Term. Payment of the purchase price shall be made against delivery of a deed and bill of sale transferring and assigning to the Club "as-is" all right, title and interest of the County in and to the Facilities thus being purchased. The County shall not be required to make any representation or warranty as to the condition of the Facilities, its title thereto or any other matters (except for a special warranty of title and the absence of Liens).

6.2 Time. Time is of the essence with respect to all of the parties' obligations hereunder.

6.3 Further Assurance.

(a) From time to time, upon the reasonable request of either party hereto, the other party shall execute and deliver all such additional documents, deeds, assignments, conveyances and assurances as may be required or otherwise appropriate to carry out the terms of this Agreement. Without limiting the generality of the foregoing, the parties agree that, upon the request of either party, the parties shall execute a memorandum in recordable form describing the parties, the premises, the commencement and expiration dates of this Agreement and containing any other information required by applicable law to be included therein

(b) The County agrees to execute and to deliver, as and when the Club requests, any one or more waiver forms evidencing that the County will have no Lien on any of the personal property or fixtures at the Facilities owned by the Club or any equipment lessor of the Club and that the lien of any lender or equipment lessor of the Club would be superior to any interest of the County in such property.

6.4 Dormitory. During the Term the Club agrees not to construct a Dormitory within a 30 mile radius of the Stadium.

6.5 Review and Consultation. The County and the Club shall cause their representatives to meet and confer on a regular basis to discuss the use, operations, management and maintenance of the Facilities and possible Capital Improvements thereto and to resolve any problems relative thereto.

6.6 Taxes. The Club shall collect all amusement, admission, sales and use assessments, surcharges and other taxes required to be collected in connection with Events, shall prepare and file with the appropriate taxing authorities all such returns or reports as may be required by law with respect to such taxes or any other taxes imposed on or measured by the gross receipts of the Club from such Events or uses and shall duly and punctually remit or pay such taxes to the appropriate taxing authorities. The Club shall not be responsible for any tax or assessment levied on or in respect of the Facilities, any interest therein or any other property of the County; provided, however, the Club shall be responsible for payment of

special assessments relating to the use or operations of the Facilities (e.g., garbage collection). If the Club shall be required to pay any such tax or assessment (other than the special assessments), the County shall promptly reimburse the Club for such amounts. In no event shall the County impose any assessment, surcharge or tax on Events or the Club.

6.7 Force Majeure. The parties agree that the completion of the Facilities is of utmost importance and that the failure to complete the Facilities is of such burden to the Club's operation that there will be no provision of extra time for the County to complete the Facilities; provided, however, if there is a delay in construction caused by the unreasonable actions of the Club or by an unanticipated natural disaster (e.g., hurricane), then the Project Completion Date shall be extended by a period of no more than 12 months; provided, further, that if the Club is unable to use the Stadium for its 1994 season spring training exhibition games and, as a result, the Project Completion Date is extended pursuant to this section, the County and the Club shall use their best efforts to locate suitable alternative facilities for such spring training season and to share any increased expenses incurred by the Club in connection therewith in an equitable manner.

6.8 Recordation. The Club shall have the right to record this Agreement or a memorandum or notice as it deems appropriate. The County agrees to execute all documents and instruments necessary or desirable for such purposes as determined by the Club.

6.9 Eminent Domain. In the event of any taking or condemnation in the exercise of the power of eminent domain of all or a material portion of the Facilities, the Club shall have the option to terminate this Agreement and shall be entitled to its proportionate share of any award or compensation in respect of such taking or condemnation. The Club shall be entitled to assert claims which it might have against the condemning authority for relocation expenses, the value of fixtures and improvements affixed or made by the Club to the Facilities and any other payments lawfully due the Club.

6.10 Right to Use Agents and Others. The Club shall have the right to license or otherwise contract with others (a) to exercise its rights hereunder to charge admission, sell concessions, charge for parking, sell broadcast rights and sell advertisements, including all rights incident thereto and (b) to perform its obligations hereunder with respect to the operation, management and maintenance of the Facilities.

6.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.12 Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public body, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any

manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

6.13 Amendment, Modification and Waiver. The parties hereto may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing. No waiver of any rights hereunder shall be binding upon the party waiving such rights unless such waiver is in writing and is signed by such party.

6.14 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party (except as expressly provided herein), and neither party shall encumber or otherwise permit or cause a Lien to exist with respect to such party's interest herein or in the Facilities without the prior written consent of the other party hereto. Notwithstanding the foregoing, the Club may assign to any purchaser of the Franchise this Agreement and all of the Club's obligations hereunder and that may exist in connection herewith from time to time, without the consent of the County,

provided the purchaser of the Franchise agrees in writing to assume all of the Club's obligations hereunder. Following any such assignment the Club shall be relieved of any further liability or obligations hereunder.

6.15 Integration. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral understandings and agreements.

6.16 No Third-Party Beneficiaries. This Agreement shall inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person any legal or equitable rights hereunder.

6.17 Notices. All notices, consents, requests, demands or other communications or information to be given or made hereunder by a party to the other party hereto shall be in writing and shall be sent by telecopier or delivered personally, by express courier service or by United States mail, in all cases with postage or other charges prepaid, as follows: (a) If to the County, to Brevard County, 2725 St. John's Street, Melbourne, Florida 32940, Attention: Robert D. Guthrie; and (b) If to the Club, to Florida Marlins Baseball, Ltd., 100 Northeast Third Avenue, Third Floor, Fort Lauderdale, Florida 33301, Attention: Richard L. Andersen. Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice Notices

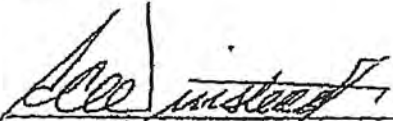
,shall be deemed given when received by the addressee.
Notwithstanding the foregoing, any notice of an Event of Default shall be provided to the party who purportedly is in default by registered or certified United States mail, return receipt requested, by express courier service with receipt acknowledged or in person.

6.18 No Joint Venture or Agency. The relationship of the County and the Club shall not be construed to create a joint venture or partnership or to constitute either party as the agent of the other.


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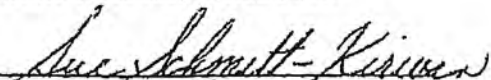
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representative as of the day and year first above written.

ATTEST:

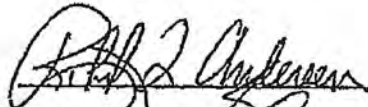
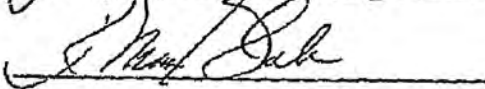

R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

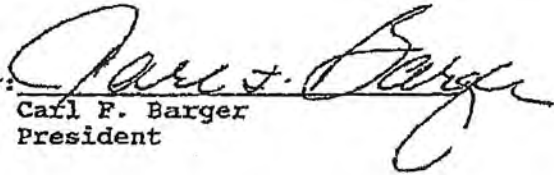
By: 
Thad Altman, Chairman

By: 
Sue Schmitt-Kirwan
Commissioner

WITNESS/ATTEST:

FLORIDA MARLINS BASEBALL, LTD.
by Florida Marlins, Inc., General Partner

By: 
Carl F. Barger
President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 12th day of June 1992, by Thad Altman, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced PN/a as identification and who did (did not) take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bernadette S. Talbert
Notary Public

My commission expires:



BERNADETTE S. TALBERT
MY COMMISSION # CC 192753 EXPIRES
May 10, 1996
BONDED THRU TROY FARM INSURANCE, INC.

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 12th day of June 1992, by Carl F. Barger, President of Florida Marlins, Inc., general partner of Florida Marlins Baseball, Ltd., a Florida limited partnership. He is personally known to me or has produced n/a as identification and did (did not) take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bernadette S. Talbert
Notary Public

My commission expires:



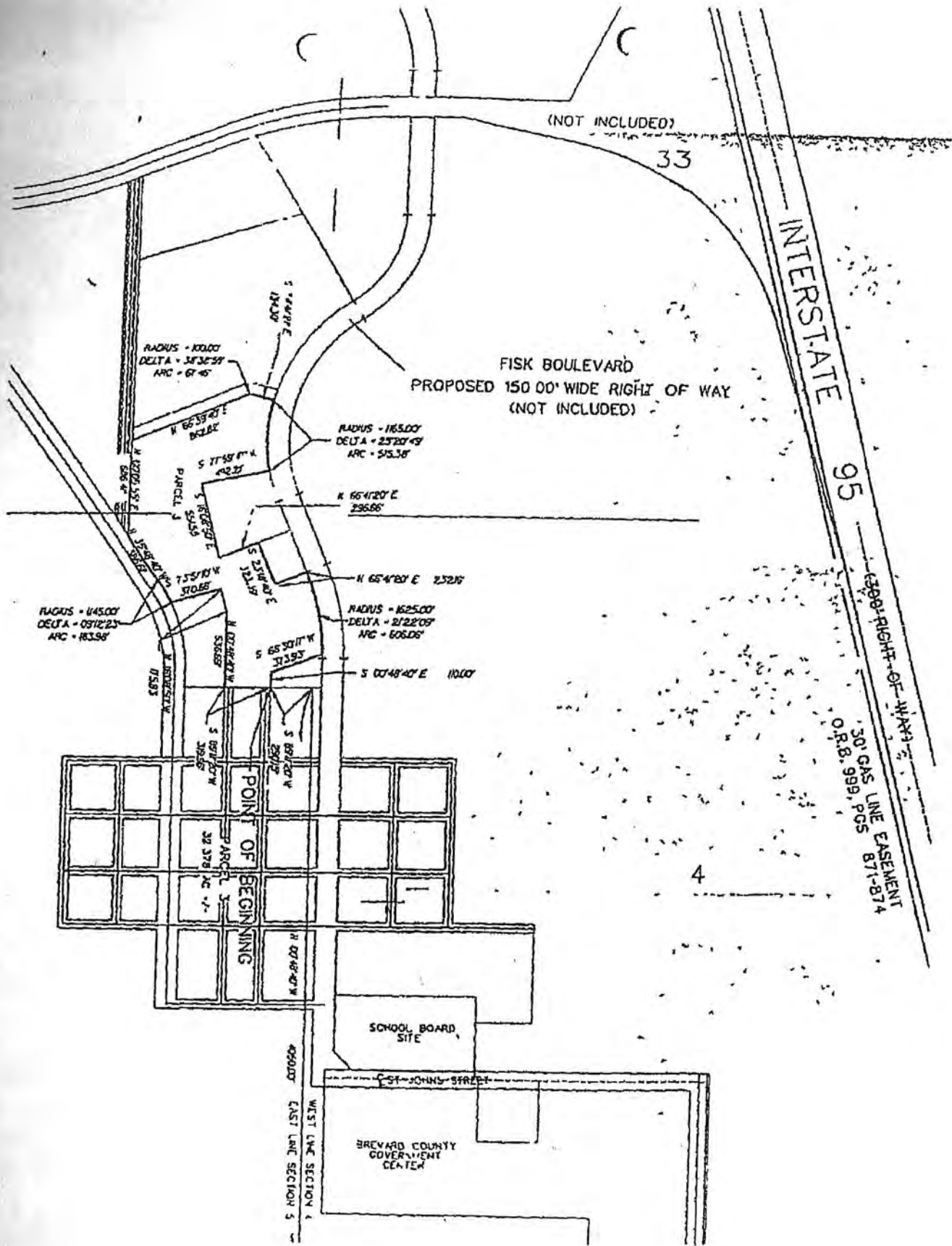
BERNADETTE S. TALBERT
MY COMMISSION # CC 192753 EXPIRES
May 10, 1996
BONDED THRU TROY FARM INSURANCE, INC.

DESCRIPTION BY SURVEYOR
PARCEL 3

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE N 00° 48' 40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89° 11' 20" W, FOR A DISTANCE OF 290.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89° 11' 20" W, FOR A DISTANCE OF 319.96 FEET; THENCE N 00° 48' 40" W, FOR A DISTANCE OF 536.69 FEET; THENCE N 16° 08' 50" W, FOR A DISTANCE OF 175.83 FEET; THENCE S 73° 51' 10" W, FOR A DISTANCE OF 370.66 FEET, TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET, SAID POINT BEARS N 63° 23' 43" E, FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09° 12' 23", FOR AN ARC DISTANCE OF 183.98 FEET, TO A POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00° 05' 55" E, FOR A DISTANCE OF 686.41 FEET; THENCE N 66° 39' 40" E, FOR A DISTANCE OF 362.82 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 38' 59", FOR AN ARC DISTANCE OF 67.46 FEET, TO THE POINT OF TANGENCY; THENCE S 74° 41' 21" E, ALONG A NON-RADIAL LINE, FOR A DISTANCE OF 134.30 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED WISK BOULEVARD EXTENSION (150' R/W), AND A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1165.00 FEET SAID POINT BEARS N 76° 39' 24" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5° 20' 49", FOR AN ARC DISTANCE OF 515.38 FEET; THENCE S 77° 59' 47" W, ALONG A RADIAL LINE, FOR A DISTANCE OF 492.21 FEET; THENCE S 16° 08' 50" E, FOR A DISTANCE OF 551.55 FEET; THENCE N 66° 41' 20" E, FOR A DISTANCE OF 296.66 FEET; THENCE S 23° 18' 40" E, PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 323.39 FEET; THENCE N 66° 41' 20" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 232.16 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2500 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 22' 09", FOR AN ARC DISTANCE OF 606.06 FEET, THENCE S 68° 30' 17" W, ALONG A NON-RADIAL LINE, FOR A DISTANCE OF 373.93 FEET, THENCE S 00° 48' 40" E, FOR A DISTANCE OF 11000 FEET TO THE POINT OF BEGINNING CONTAINING 32.378 ACRES MORE OR LESS

EXHIBIT "1"



DESIGN/BUILD COST SCHEDULE - DRAWDOWN

PRELIMINARY MARLINS STADIUM, DESIGN/BUILD

The Design/Build method will be the most secure method of delivery to meet the deadline of January 1994. The following construction schedule and drawdown is readily achievable.

1	June 92	Approval by BCC to request proposals for design criteria and technical specifications, contract administration
2	July	Approval of Design/Build criteria A/E
3	August	Develop Design & Design Criteria
4	September	Design Criteria Advertise-out on the street
5	October	Receive, evaluate and approve design/build teams
6	November	Final design, permits, contract documents
7	December	Final approval design/build documents
8	January 93	Start excavation, finish design doc's receive permits
9	February	Rough earthwork, excavation, fill diamonds, utilities
10	March	Underdrains, complete excavation, start foundations of stadium and locker area
11	April	Stadium foundation, irrigation, complete utilities, start stadium structure
12	May	Complete irrigation, reshape diamonds, complete structure, complete locker framing, irrigation and grading

- | | | |
|----|-----------|---|
| 13 | June | Roof and stadium seating, lockers, training facility completion, site final shaping, start lighting |
| 14 | July | Complete stadium around field, finish locker building, parking, start landscape, ready for sod |
| 15 | August | Sod, complete stadium and locker areas, complete interior finishes of all areas |
| 16 | September | Complete stadium, lighting, finishes, fields, fences, start sod grow-in |
| 17 | October | All site work finished, buildings completed, parking complete and test of all systems |
| 18 | November | Completion, balance, testing of all systems, structures, utilities, irrigation, seating, slopes etc |
| 19 | December | Completion of punch lists, all contracts finalized, final bills checked and retention released, project closed and turned over to Marlins (available time for any slippage) |
| 20 | January | PLAY |

The project shall include, but is not limited to, furnishing of all labor, materials, equipment, services and incidentals necessary to construct a 7500 seat baseball stadium with accompanying support facilities and practice field. The stadium shall be designed and constructed as a traditional urban multi-use baseball park reflecting the environment and making the stadium a place for all citizens to enjoy whether for baseball, concerts, etc.

The facility shall include stadium lighting suitable for television broadcasts, concerts, etc, seats with backs, possible sky boxes, premium seats, completely accessible, home clubhouse with lockers, training area, offices, laundry, storage and lounges. Umpires dressing area, conferences rooms, concessions, restrooms, communications system suitable for multi-use activities of the stadium, roof over stadium, electric scoreboard, irrigation system, underfield drainage, 500 car paved parking and 1200 car unpaved with paved driving lanes and any other facilities which are normally included in or are incidental to a baseball stadium facility

FLORIDA MARLINS SPRING TRAINING FACILITY

Baseball Facility Equipment List

I. <u>Home Clubhouse</u>	Facility Const. <u>Contract</u>	Ball Club <u>Responsibility</u>
A. <u>Trainer's Room</u>		
(1) Training Table - 6		X
(2) Sink (Hot & Cold Water)	X	
(3) Whirlpool Areas (Tiled with room for 3)	X	
(4) Cabinets lining entire room	X	
(5) Significant amount of electric outlets	X	
(6) Telephone line	X	
(7) Clock	X	
(8) Ice Maker (1000 lb)		X
(9) Whirlpools - 3		X
B. <u>Doctor's Office</u>		
(Small Office - part of Trainer's Room)		
(1) Telephone Line	X	
(2) Cabinets	X	
(3) Desk		X
(4) Training Table - 1		X
C. <u>Clubhouse Manager</u>		
(1) Desk		X
(2) Telephone Line	X	
(3) Television		X
(4) Cots - 2		X

	<u>Facility Const. Contract</u>	<u>Ball Club Responsibility</u>
D. <u>Major League Clubhouse</u>		
(1) Lockers & Seating - 50	X	
(2) Showers - 20	X	
(3) Urinals - 6	X	
(4) Sinks - 10	X	
(5) Toilets - 3	X	
(6) Commercial Washer - 3 Residential Washer - 1		X X
(7) Commercial Dryers - 3		X
(8) Equipment Room (Shelving)	X	
(9) Cabinets	X	
(10) Tables (Picnic) - 4		X
(11) Carpet (Indoor/Outdoor)	X	
(12) Water Fountain	X	
(13) Refrigerator (1)		X
(14) Storage Room	X	
(15) Meeting Area/Weight Room	X	
*Table		X
*Chairs - 16		X
*Projection Screen	X	
*Chalkboard	X	
*Television		X
(16) Lockable Valuable Storage (2)		X
E. <u>Manager's Office</u>		
(1) Desk		X
(2) Office Chairs - 3		X
(3) Shower - 2	X	

	<u>Facility Const. Contract</u>	<u>Ball Club Responsibilit</u>
(4) Toilet - 1	X	
(5) Sink	X	
(6) Locker - 3	X	
(7) Closet - 1	X	
(8) Telephone Line	X	
(9) Refrigerator		X
F. <u>Coaches' Office</u>		
(1) Lockers - 15	X	
(2) Desks - 2		X
(3) Chairs - 3		X
(4) Showers - 4	X	
(5) Toilet - 1	X	
(6) Sink - 1	X	
II. <u>Visitors</u> <u>Major League Clubhouse</u>		
A. <u>Coaches' Office</u>		
(1) Desk & Chair		X
(2) Lockers - 6	X	
(3) Office Chairs		X
B. <u>Training Room</u>		
(1) Training Table - 3		X
(2) Sink (Hot & Cold Water)	X	
C. <u>Clubhouse</u>		
(1) Water Fountain	X	
(2) Lockers & Seating - 35	X	
(3) Showers - 15	X	
(4) Urinals - 3	X	

	<u>Facility Constr.</u> <u>Contract</u>	<u>Ball Club</u> <u>Responsibility</u>
(5) Toilets - 2	X	
(6) Sinks - 4	X	
(7) Tables (Picnic) - 2		X
(8) Clock	X	
III. <u>Umpires' Dressing Room</u>		
(1) Lockers - 4	X	
(2) Showers - 2	X	
IV. <u>Major League Field Training Aids</u>		
(1) Turtle Batting Cage	X	
(2) Pitching Protector		X
(3) First Base Screen		X
(4) Double Play Screen		X
(5) Outfield Screen (collect balls)	X	
(6) Electronic Scoreboard	(X)	
(7) Pitching Rubbers - 5	X	
(8) Home Plates - 5	X	
(9) Full Infield Tarp	X	

-
- (1) Per program Commercial Refrigerator with sliding glass door
(2) Per program

AMENDMENT OF AGREEMENT

This Amendment is dated as of the ^{7th} day of Feb., 2003, by and among the County of Brevard, a political subdivision of the State of Florida (the "County"); F.M.B.C. II, L.L.C. ("FMBC"); and Baseball Expos L.P. ("Assignee").

WHEREAS, County, as lessor, has entered into that certain Agreement dated June 12, 1992 (the "Agreement"), with the Florida Marlins Baseball, Ltd., a Florida limited partnership (the "Marlins"), relating to the lease of a stadium and other facilities located in Brevard County (collectively the "Facilities"); and

WHEREAS, the Marlins assigned the Agreement to FMBC by an assignment entitled Lease, Assignment and Assumption Agreement dated as of January 19, 1999 (the "Assignment"); and

WHEREAS, FMBC desires to further assign the Agreement and certain other rights and agreements to Assignee; and

WHEREAS, County is willing to consent to the Assignment and agree to certain amendments to the terms of the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(1) Assignment. FMBC is assigning to Assignee the Agreement and all of FMBC's right, title and interest in and to the Agreement, pursuant to an assignment agreement in substantially the form set forth in Exhibit A attached hereto, which is incorporated herein. Further, FMBC is assigning all other documents relating to the Facilities (collectively the "Documents"). Wherever the term "Club" is used in the Agreement it shall mean, on and after the date hereof, Baseball Expos L.P.

(2) Consent. To the extent such consent is required, County hereby consents to the assignment of the Agreement and Documents to Assignee and hereby releases FMBC from all its obligations and agreements thereunder and under the Documents.

(3) Amendment of Agreement. County and Assignee hereby agree to amend the Agreement as follows:

(a) The following provisions of the Agreement are deleted because they are no longer applicable and have been fulfilled by the parties:

(i) Provisions relating to the construction on the Stadium in Sections 2.1 and 2.2.

(d) Each policy of liability insurance maintained by either the County or the Club in respect of the Facilities or the activities thereat shall name the other party hereto as an additional insured, but the contracting party shall remain solely liable for all premiums and all other obligations of the insured under such policies. The amounts of the coverages and deductibles on all policies of insurance shall be increased from time to time as may be necessary or appropriate in light of the rate of inflation, the replacement value of the property and the increased risks to the Club and the County. All insurance must be on an occurrence basis, and not on a claims made basis. Coverage shall be obtained only from insurers who are rated A7 or better in the then most recent edition of Best's Insurance Reports. Each policy shall provide for a waiver of the insurer's subrogation rights against the County and the Club, and shall be endorsed to provide the other party hereto with 30 days' notice of cancellation, nonrenewal or restriction of coverage.

(e) The parties acknowledge that during the term of this Agreement changes in the insurance industry may adversely and materially affect the parties' ability to obtain the above coverages or to obtain such coverages for costs that are not prohibitive. If such changes occur, the parties agree to consult and to negotiate in good faith an amendment to this section 3.9 so that essentially the same risk protection is afforded to the parties as provided by the coverages set forth

'above or that is reasonable in light of the circumstances that may exist from time to time.

3.10 Compliance with Laws and Permits. In connection with its use, operation, management and maintenance of the Facilities, the Club shall comply with all applicable federal, state or local laws, ordinances, rules or regulations and all applicable permits or licenses. The County shall not pass any law, ordinance, rule or regulation, or otherwise impose any requirement or restriction, that interferes with the Club's use, operation, management and maintenance of the Facilities as contemplated in this Agreement.

3.11 Bond Covenants. The County shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under the Bonds, the Viera Agreement or any deed of trust, bond, debenture or other security agreement or contract to which the County is bound and which relates to the Facilities or financing thereof and shall pay all costs of constructing the Stadium and purchasing the Equipment as contemplated in Article II.

3.12 Minor League Team. The Club agrees to use reasonable efforts to cause a minor league professional baseball team at the Class A level or above to use the Stadium as its home field.

3.13 Promotion. The parties recognize and agree that the County is undertaking a substantial financial obligation to induce the Club to conduct professional baseball activities in Brevard County. It is therefore understood and

agreed that the Club will cooperate with the County in its efforts to promote the development and success of baseball in Brevard County and that the Club will use reasonable efforts to promote activities involving the Club.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 The Club. The Club represents and warrants to the County that as of the date hereof and throughout the Term:

(a) Organization, Power and Authority. The Club is a limited partnership duly formed and validly existing under the laws of the State of Florida and has all the requisite partnership power and authority to use, operate, manage and maintain the Facilities, to enter into this Agreement and to carry out its obligations hereunder.

(b) Authorization. The execution and delivery of this Agreement, and the performance by the Club of its obligations hereunder, have been duly authorized by all necessary partnership action on the part of the Club.

(c) Enforceability. This Agreement has been duly executed and delivered by the Club and constitutes a legal, valid and binding obligation of the Club, enforceable against the Club in accordance with its terms.

(d) No Conflicts. Neither the execution and delivery of this Agreement, nor performance of the Club's obligations hereunder, will contravene any provision of the Club's limited partnership agreement or any provision of any material agreement or instrument to which the Club is a party.

(ii) Requirements relating to the "Project Completion Date" and builders risk insurance in Article III.

(b) The following provisions of the Agreement are hereby amended:

(i) Section 3.4 - Delete "30 days" in the sixth line of this section and substitute therefor "45 days."

(ii) Section 6.7 of the Agreement and replace it with the following force majeure provision:

"If the performance by Assignee under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties (including a Major League Baseball Players' Association strike), or any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental or quasi-governmental authority, or any other catastrophic cause not reasonably within Assignee's control (hereinafter a "force majeure event", Assignee shall be excused, discharged and released of performance to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring any party to accede to any demands or to settle disputes with labor or labor unions, suppliers or other parties that such party considers unreasonable. The provisions of this Section shall not relieve any party of any monetary obligation hereunder except to the extent the amount of such obligation cannot be determined because of a *force majeure event*."

(iii) Section 6.17 - Modify the address for notices to the Club in Section 6.17(b) to the following:

Mr. Tony Tavares, Montreal Expos, L.P., 4549 Pierre-De-Coubertin, Montreal Quebec, Canada H1 V 3N7

Mr. Thomas Ostertag, Major League Baseball, 245 Park Avenue, New York, NY 10167

(4) Representations and Warranties. Except as to matters that have been disclosed in writing, the parties hereby reaffirm the representations and warranties set forth in Article IV of the Agreement, provided, however, that the references to "Project Completion Date" in Sections 4.2(e)(i) and (ii) are changed to the date of this Agreement.

(5) Estoppel Certificate. County agrees to execute and deliver to Assignee an estoppel certificate in substantially the form attached hereto as Exhibit B.

(6) Further Assurances. All parties hereto agree that, both prior to and after the execution hereof, they will execute, acknowledge and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably required in order to effectively consummate the transactions contemplated hereby.

(7) Effect. Except as amended herein, the Agreement remains in full force and effect and unmodified.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written

BOARD OF
COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

Jackie Colon By:

Name: Jackie Colon,
Title: Chairperson
(as approved by the Board on February 4, 2003)

F.M.B.C. II, L.L.C.

By:
Name:
Title:

BASEBALL EXPOS L.L.C.

By: Antonio G. Tavares
Name: ANTONIO G. TAVARES
Title: PRESIDENT

EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS AGREEMENT is made this 7th day of Feb. 2003, by and between F.M.B.C. II, L.L.C. ("Assignor") and BASEBALL EXPOS L.P. ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the current lessee under that certain agreement dated June 12, 1992 (the "Agreement"), originally by and between the Florida Marlins Baseball, Ltd., a Florida limited partnership, and the County of Brevard, as lessor, relating to the lease of a stadium and other facilities located in Brevard County, and

WHEREAS, it is the desire of the parties hereto that Assignor assign all Assignor's right, title and interest in and to the Agreement to Assignee and that Assignee accept such assignment and assume such Agreement under the terms and conditions set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, IT IS AGREED:

I. ASSIGNMENT

Assignor does hereby sell, transfer and set over and assign unto Assignee, effective as of the date hereof, all of Assignor's right, title and interest in and to the Agreement.

II. ACCEPTANCE AND ASSUMPTION

Assignee hereby accepts the foregoing assignment of the Agreement and assumes, covenants and agrees to fully and faithfully perform and discharge each and every covenant, duty, obligation, liability and term on the part of Assignor to be performed in the Agreement arising on and after the date hereof.

III. INDEMNIFICATIONS

Assignee hereby indemnifies Assignor and agrees to hold Assignor harmless from and against any and all liability, cost, loss or damage, including but not limited to reasonable attorneys' fees, which may be incurred by Assignor as a result of Assignee defaulting in or failing to perform any of its obligations under this Assignment or the lessee's obligations under the Agreement arising after the date hereof Assignor hereby indemnifies Assignee and agrees to hold Assignee harmless from and against any and all liability, cost, loss or damage, including but not limited to reasonable attorneys' fees, which may be incurred by Assignee as a result of Assignor defaulting in or failing to perform any of its obligations under this Assignment or the lessee's obligations under the Agreement arising on and before the date hereof.

IV. SUCCESSORS

This instrument and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date and year first above written.

F.M.B.C. II, L.L.C.

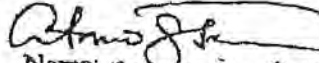
By:

Name:

Title:

BASEBALL EXPOS L.L.C.

By:



Name: ANTONIO G. SUAREZ

Title: PRESIDENT

□

EXHIBIT B

ESTOPPEL CERTIFICATE

Brevard County, Florida (the "Lessor") is the lessor under that certain Agreement dated June 12, 1992 between the Lessor and Florida Marlins Baseball, Ltd., a Florida limited partnership, as lessee ("Lessee"), for the lease of Space Coast Stadium in Brevard County, Florida (the "Premises"). The Lessor hereby certifies as follows:

1. The Lease is in full force and effect and has not otherwise been amended, modified, supplemented, superseded or assigned, and together herewith constitutes the entire agreement between the Lessor and Lessee with respect to the Premises.

2. The Lessor is not in default under the Lease and is not aware of any default by Lessee thereunder.

3. There is no defense, offset, claim or counterclaim by or in favor of the Lessor against Lessee under the Lease or against the obligations of the Lessee under the Lease hereof.

4. All amounts payable under the Lease have been paid through the date

5. The original expiration date of the Lease is December 31, 2017, subject to an option to extend the term for ten (10) years (the "Initial Renewal Term") and an option to extend the term for an additional five (5) years following the initial Renewal Term.

6. Except as assigned and modified hereby, the Lease remains in full force and effect between the Lessor and Assignee. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, the Lessor has caused this Estoppel Certificate to be executed as of the ____ day of _____, 2003.

Witness:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: Jackie Colon

Name: Jackie Colon,

Title: Chairman

(As approved by the Board on 2-4-03)

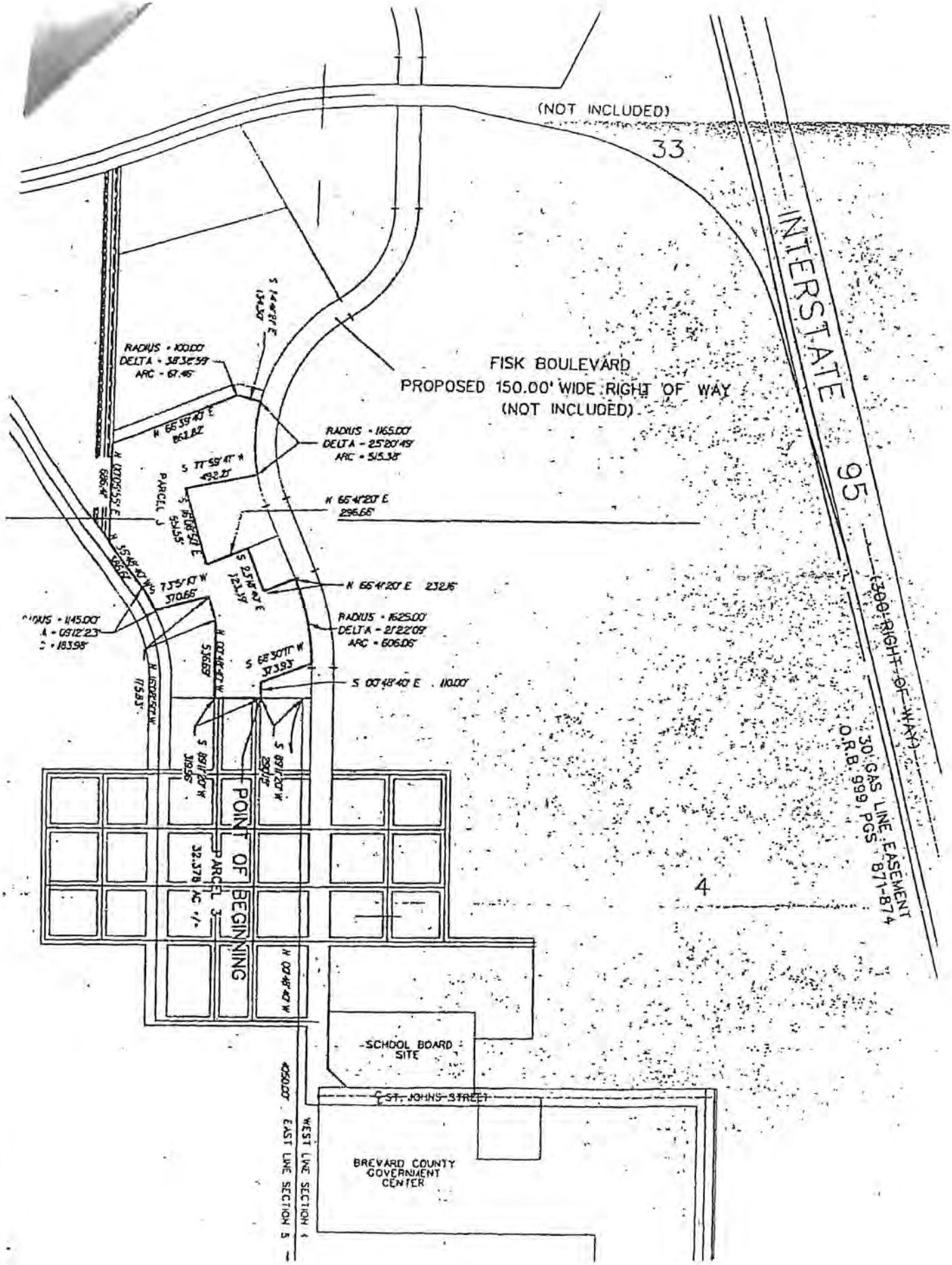
Name: _____

DESCRIPTION BY SURVEYOR
PARCEL 3

PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, REYARD COUNTY, FLORIDA, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, REYARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89° 11' 20" W, FOR A DISTANCE OF 290.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89° 11' 20" W, FOR A DISTANCE OF 319.96 FEET; THENCE N 00° 48' 40" W, FOR A DISTANCE OF 536.69 FEET; THENCE N 16° 08' 50" W, FOR A DISTANCE OF 5.83 FEET; THENCE S 73° 51' 10" W, FOR A DISTANCE OF 370.66 FEET, TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET, SAID POINT BEARS N 63° 23' 43" E, FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 23", FOR AN ARC DISTANCE OF 183.98 FEET, TO A POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00° 05' 55" E, FOR A DISTANCE OF 686.41 FEET; THENCE N 66° 39' 40" E, FOR A DISTANCE OF 2.82 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38° 38' 59", FOR AN ARC DISTANCE OF 67.46 FEET, TO THE POINT OF TANGENCY; THENCE S 74° 41' 21" E, ALONG A NON-RADIAL LINE, FOR A DISTANCE OF 134.30 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED WALKER BOULEVARD EXTENSION (150' R/W), AND A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1165.00 FEET SAID POINT BEARS N 76° 39' 24" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 20' 49", FOR AN ARC DISTANCE OF 515.38 FEET; THENCE S 77° 59' 47" W, ALONG A RADIAL LINE, FOR A DISTANCE OF 492.21 FEET; THENCE S 16° 08' 50" E, FOR A DISTANCE OF 551.55 FEET; THENCE N 66° 41' 20" E, FOR A DISTANCE OF 296.66 FEET; THENCE S 23° 18' 40" E, PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 323.39 FEET; THENCE N 66° 41' 20" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 232.16 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 22' 09", FOR AN ARC DISTANCE OF 606.06 FEET; THENCE S 68° 30' 17" W, ALONG A NON-RADIAL LINE, FOR A DISTANCE OF 373.93 FEET; THENCE S 00° 48' 40" E, FOR A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.378 ACRES MORE OR LESS.



**TRI-PARTY
AMENDMENT OF LEASES
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **TRI-PARTY AMENDMENT OF LEASES AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") dated as of April 6th, 2015, is by and among the **WASHINGTON NATIONALS BASEBALL CLUB, LLC** a District of Columbia limited liability company (the "Club"), the **COUNTY OF BREVARD**, a political subdivision of the State of Florida (the "County"), the **MARLINS-VIERA**, a joint venture, by and through **WASHINGTON NATIONALS BASEBALL CLUB**, its Managing Venturer (the "Joint Venture") and the **VIERA DEVELOPMENT CORPORATION**, a Florida corporation ("Viera"). The Club, County, the Joint Venture and Viera are herein sometimes referred to individually as a "Party" and collectively as "Parties". (Each Party maintains an office at the location designated herein for purposes of the receipt of Notices in Article 11 below.)

RECITALS

A. For purposes of this Agreement, (i) the term "**FMB**" means Florida Marlins of Brevard, Ltd., a Florida limited partnership, (ii) the term "**FMBC**" means F.M.B.C. II, L.L.C., a Delaware limited liability company, and (iii) the term "**BELP**" means Baseball Expos L.P., a Delaware limited partnership.

B. The Club and the County are parties to that certain agreement dated June 12, 1992 as amended by that certain Amendment of Agreement dated as of February 7, 2003 (herein the "**Space Coast Stadium Lease**"), originally by and between the FMB (as lessee) and the County (as lessor), as assigned by FMB to FMBC pursuant to that certain Space Coast Stadium Lease Assignment and Assumption Agreement dated as of January 19, 1999, as subsequently assigned by FMBC to BELP pursuant to that certain Assignment and Assumption of Agreement dated February 7, 2003, and as subsequently assigned by BELP to the Club pursuant to that certain Assignment and Assumption of Stadium Agreement and License Agreement dated as of July 19, 2006. Pursuant to the Space Coast Stadium Lease, the Club is the lessee of the stadium currently known as "Space Coast Stadium" and certain related facilities located in Brevard County. A copy of the Space Coast Stadium Lease is attached hereto as Exhibit A.

C. The Club and the County desire to amend the Space Coast Stadium Lease, subject to the terms and conditions set forth in this Agreement.

D. The Club and Viera are the sole co-joint venturers of the Joint Venture formed in accordance with the terms of that certain Joint Venture Agreement of Marlins-Viera, dated December 9, 1993 (herein the "**Joint Venture Agreement**"), between VDC and FMB, as assigned by FMB to FMBC pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of January 19, 1999, as subsequently assigned by FMBC to BELP pursuant to that

[Handwritten initials]

certain Assignment and Assumption of Joint Venture Interest dated as November 17, 2005 and that certain Waiver and Consent Agreement dated November 17, 2005 (herein the "2005 Waiver and Consent") among VDC, FMBC and BELP, and as subsequently assigned by BELP to the Club pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of July 24, 2006 and the 2005 Waiver and Consent.

E. The Club, as successor in interest, and the Joint Venture are parties to that certain Twenty-Five Year Ground Lease dated December 10, 1993 (as assigned as described below), (herein the "Ground Lease"), originally by and between FMB (as ground lessee) and the Joint Venture (as ground lessor), as assigned by FMB to FMBC pursuant to that certain Assignment and Assumption of Ground Lease dated as of January 19, 1999, as subsequently assigned by FMBC to BELP pursuant to that certain Assignment and Assumption of Ground Lease dated as of November 17, 2005, as subsequently assigned by BELP to the Club pursuant to that certain Assignment and Assumption of Ground Lease dated as of July 24, 2006. Pursuant to the Ground Lease, the Club leases the Leased Land (as defined in the Ground Lease) (herein the "Ground Lease Land" or "Leased Land"). A copy of the Ground Lease is attached hereto as Exhibit B.

F. Effective on and as of the Termination Date (as defined below), the Club desires to assign to the County, and the County desires to assume from the Club, all of the Club's right, title and interest in and to the Ground Lease as "Lessee", together with the Club's rights to improvements and permanent fixtures attached, affixed or integral to the operation of a complex of baseball fields and related uses (collectively referred to and described below as the "Transferring Ground Lease Improvements") subject to the terms and conditions set forth in this Agreement.

G. Effective on and as of the Termination Date, the Club desires to assign to Viera, and Viera desires to assume from the Club, all of the Club's right, title and interest in and to the Club's Joint Venture Interest, (defined below), subject to the terms and conditions set forth in this Agreement.

H. The Club owns title to the improvements, buildings, and permanent fixtures located on the Ground Lease Land (expressly excepting the fee simple interest in and to the Ground Lease Land) (herein the "Ground Lease Improvements"). Effective on and as of the Termination Date, the Club assigns or transfers the Ground Lease Improvements (other than any personal property and movable equipment on the Ground Lease Land or owned by the Club or any of its Affiliates, including but not limited to (i) all movable baseball equipment, office equipment and the like, and (ii) all other movable equipment or systems that are owned or leased by or in the name of the Club or any of its Affiliates, or to which the vendor retains legal title, placed upon the Ground Lease Land but not affixed, attached or integral to the operation of a baseball field complex on the Ground Lease Land) (herein the "Transferring Ground Lease Improvements") to the County on the terms and conditions set forth herein. The definition of "Transferring Ground Lease Improvements" set forth above includes baseball fixtures affixed to, embedded in, or an integral permanent part of the baseball fields and other baseball complex or related facilities located on the Ground Lease Land not owned or leased by or in the name of the Club or any of its Affiliates, or to which the vendor retains legal title, placed upon the Ground Lease Land, including but not be limited to, dugouts, fences, signs, buildings, spectator seats, player benches, concession stands, batting cages, home plates, infield base anchors, pitching

rubbers, scoreboards, flag poles, foul poles, real and artificial turf, all as more particularly described in Exhibit C, attached.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the parties hereto hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Definitions.

(a) "Club's Joint Venture Interest" means the Club's interest in the Joint Venture and all other right, title and interest of the Club in or to the Joint Venture, including but not limited to the Club's interest as Managing Venturer of the Joint Venture, and all of the Club's right, title and interest in and to all of the assets, interests, properties (real and personal), capital, cash flow distributions, profits and losses of the Joint Venture to the extent allocable to the Club's interest in the Joint Venture pursuant to applicable law.

(b) "Club Obligation Lien" means any Lien that (i) is a contractor's, mechanic's, repairman's, materialman's or other like Lien in respect of liabilities that are not yet due or that are being contested in good faith, or (ii) constitutes a statutory Lien or other Lien not securing a monetary obligation arising in the ordinary course of business consistent with past practice, in each case, that is in effect on the Termination Date with respect to the Ground Lease Interest or the Transferring Ground Lease Improvements.

(c) "Include", "includes" and "including" shall be deemed to be followed by the words "without being limited to".

(d) "Facilities" means the area leased pursuant to the Space Coast Stadium Lease and the Ground Lease (inclusive of the Stadium and the Ground Lease Improvements (including all Transferring Ground Lease Improvements)).

(e) "Lien" means any mortgage, pledge, security interest, charge or other encumbrance.

(f) "Permitted Lien" means any Lien that (i) is a Lien for current Brevard County real estate taxes not yet delinquent (ii) is a covenant, condition, restriction, easement, or other lien recorded in the public records of Brevard County, Florida, as of March 17, 2015 or (iii) is listed on Exhibit B to the Ground Lease. The term "Permitted Lien" shall not include any Club Obligation Lien or any Lien arising by, through or under the Club in either its capacity as the "Managing Venturer" of the Joint Venture or as "Lessee" under the Ground Lease.

(g) "Termination Date" means the thirtieth (30th) day after the date, in either calendar year 2016 or 2017, the Club notifies the County (the "Vacation Notice") of its election to vacate the leased premises or December 1, 2017, whichever occurs first.

3. Amendment of Space Coast Stadium Lease.

(a) The Club and the County agree that the Space Coast Stadium Lease is hereby amended, effective on and as of the date hereof, to add the following new Section 5.4:

“5.4 Termination Date and Extended Lease Period. Notwithstanding anything to the contrary in any other section of this Agreement (including, without limitation, Section 3.2 of this Agreement), this lease shall terminate (and all Club personal property and equipment shall then have been removed from the leased premises) on the thirtieth (30th) day after the date, in either calendar year 2016 or 2017, the Club notifies the County (with a copy to Viera) (the “Vacation Notice”) of its election to vacate the leased premises (the “Termination Date”). The Vacation Notice must be given by the Club either: (i) on or before November 1, 2016 if the Club does not intend to exercise its right to the Optional Extended Lease Period identified in subparagraph (a) below or (ii) on or before November 1, 2017 if the Optional Extended Lease Period is exercised. The County shall have the sole discretion to determine what, if any, capital improvements or capital maintenance is performed on the Facilities in 2016. Unless and until a Vacation Notice has otherwise been delivered in 2016, beginning on January 1, 2017, the Club shall share possession of the Facilities with the County and the County shall (i) share possession of the Facilities with the Club and (ii) determine in its sole discretion what, if any, capital improvements or capital maintenance is performed upon the Facilities in 2017. Unless and until the Club delivers its Vacation Notice, it shall, through December 1, 2017: (i) have the right to use the Facilities and sublease from the County the Ground Lease Land (on the same terms and conditions as set forth in such document) through December 1, 2017 and (ii) maintain the Facilities, Ground Lease Land and Transferring Ground Lease Improvements subject to the conditions described in subparagraph 5.4(a), (b), (c) and (d) below.

(a) The County hereby grants the Club the right to use, as co-subtenant with any other County Sublessee, the Facilities, the Transferring Ground Lease Improvements and to sublease as a co-tenant the Ground Lease Land through December 1, 2017 (on the same terms and conditions as set forth in such document) (the “Optional Extended Lease Period”). The Club shall provide the County with written notice of its intent to exercise the Optional Extended Lease Period on or before November 1st of 2016 (the “Notice Deadline”). However, if the Club fails to exercise its option on or before the Notice Deadline the Optional Extended Lease Period shall be deemed to have been waived and the Notice Deadline shall be deemed to be the date of delivery of the Vacation Notice.

(b) During the Optional Extended Lease Period and prior to any Termination Date, the Club shall be responsible for all maintenance costs associated with the possession, use and operation of the Facilities and the subleased Ground Lease Land, including all grounds, Transferring Ground Lease Improvements, other improvements and fixtures on such lands. In the event the Club delivers a Vacation Notice to the County after January 1, 2017, it shall remit the sum of One Hundred Thousand Dollars (\$100,000.00) to the County to help defer maintenance costs and expenses for the remainder of 2017.

(c) The Club acknowledges that subject to its rights hereunder, the County shall have the right to contract with other entities or persons for the lease

or other disposition of the Facilities (as well as the sublease of the Ground Lease Land and Transferring Ground Lease Improvements including the baseball complex and fields located on the Ground Lease Land), provided that any such contract, lease or sublease shall not take effect until on or after January 1, 2017 and shall specifically provide notice that the Club has the right to utilize the Facilities and baseball complex and improvements located on the Ground Lease Land in the manner described in Exhibit E attached hereto during the Optional Extended Lease Period. The County and the co-tenant Sublessee of the Facilities or Ground Lease and Transferring Ground Lease Improvements, in cooperation with the County, shall have the right to schedule the use of all or portions of the Facilities, the Ground Lease Land and the Ground Lease Improvements (including the Transferring Ground Lease Improvements and baseball fields) when said Facilities, land and improvements are not in use by the Club during times and dates described in Exhibit E attached hereto. The Club agrees to cooperate in good faith with the County and any such Sublessee, entity or persons contracting with the County in scheduling their use of the Facilities, subleased Ground Lease Land and Transferring Ground Lease Improvements for activities that do not conflict with the Club's activities during the Optional Extended Lease Period, as described in Exhibit E attached hereto.

(d) On the Termination Date all future rights and obligations of performance by the parties and their affiliates under this Agreement shall terminate (including but not limited to any obligation of the Club pursuant to Section 3.1 of this Agreement). (The foregoing termination of obligations shall in no way affect the right of the County or its successor in interest whether by purchase, sublease, or lease to re-enter, exclusively possess, and exclusively operate and maintain the Facilities and Ground Lease Land, together with the Transferring Ground Lease Improvements in accordance with the applicable Ground Lease.) Without limiting the generality of the foregoing, the County and Club hereby expressly agree that, notwithstanding anything to the contrary in this Agreement, upon the Termination Date neither the County nor the Club shall have any other rights and/or remedies under this Agreement other than the right to recover any expenses required to repair grossly negligent, intentional, malicious or willful damages to the Facilities, Ground Lease Land or Transferring Ground Lease Improvements caused by or arising out of the Club's removal of baseball-related equipment or other personal property not specified in Exhibit C, whether such rights arise under Section 5.2 of this Agreement or otherwise and whether at law or in equity. The Club and the County hereby expressly waive any such rights and/or remedies, and covenant not to sue, in connection with the termination of this Lease in accordance with this section 5.4. provided such waivers shall not extend to the County's or Club's failure to perform in accordance with all terms of this section 5.4. The County and Club agree that from and after the Termination Date each party waives and forever releases any claim it may have against the other party under the Space Coast Stadium Lease, with the exception of any County or Club claim arising out of either 1) the Club's failure to repair damage to the leased facilities caused by the Club's removal of equipment and personal property in contravention of its rights hereunder or 2) either the Club's

or the County's failure to abide by the terms of this Amendment of Lease, Assumption and Assignment Agreement.

4. Assignment and Assumption of the Club's Joint Venture Interest.

(a) Assignment and Assumption. Effective on the Termination Date, the Club shall assign, transfer, convey and deliver to Viera, or its designated assignee (collectively referred to herein as "Viera"), and Viera shall accept from the Club, the Club's Joint Venture Interest (herein the "Club's Joint Venture Interest Assignment") for the amount of \$10.00 (TEN DOLLARS) free and clear of all Liens (other than Permitted Liens). Effective on the Termination Date, Viera shall accept the Club's Joint Venture Interest and assume all of the liabilities and obligations of the Club under the Joint Venture Agreement arising from and after the Termination Date. (Provided nothing herein shall release Viera from any obligation as a joint venture partner in the Joint Venture for the period prior to the Termination Date.)

(b) Club and Viera Election. Subject to Section 4 (a), the Club and Viera do hereby elect to extend the term of the Joint Venture Agreement, (as set forth in Paragraph 2 thereof), for the additional five (5) year period set forth therein.

(c) Club Representations.

(i) The Club represents that it has the full authority to transfer and convey to Viera the Joint Venture Interest it received pursuant to that certain Assignment and Assumption of Joint Venture Interest dated as of July 24, 2006 and the 2005 Waiver and Consent and that no person, corporation, or entity has a prior right to, right of first refusal or other interest in the Club's Joint Venture Interest.

(ii) The Club represents that, to its actual knowledge and belief, the only covenants, conditions, restrictions, easements, liens and other encumbrances affecting the Ground Lease Land are those set forth on Exhibit "D" attached hereto and set forth in Exhibit B to the Ground Lease.

(iii) The Club represents that it will not take any action after the date of this Agreement on behalf of the Joint Venture or Viera unless such action is fully disclosed in writing to Viera in advance of such action.

(iv) The Club represents that as of the date of this Agreement, the Joint Venture has no debts, liabilities or other obligations of any kind created by, or resulting from the actions of, the Club; and the Club represents that from and after the date hereof it will not incur any liabilities, expenses or obligations of whatever kind on behalf of the Joint Venture or Viera, without the prior written consent of Viera.

5. Assignment and Assumption of the Ground Lease.

(a) Amendment, Assignment and Assumption of Ground Lease. Effective on the Termination Date, the Club shall sell, assign, transfer, convey and deliver to the County, and the County shall accept from the Club, all of the Club's right, title and interest in, under and to the Ground Lease as Lessee (herein the "Club's Ground Lease Leasehold Interest"), for the

amount of \$10.00 (TEN DOLLARS), free and clear of all Liens (other than Permitted Liens), (herein the "Ground Lease Assignment"). Effective on the Termination Date, the County shall accept the Club's Ground Lease leasehold interest and assume all of the liabilities and obligations of the Club under the Ground Lease as amended by this Agreement.

(b) Joinder to Ground Lease. Effective on the Termination Date, the County shall (i) assume and agree to perform each and every covenant of the Ground Lease which, by the terms thereof, the Club has agreed to keep and perform as Lessee, and (ii) be bound by all of the terms and conditions of the Ground Lease. The County's execution of this Agreement shall constitute the County's joinder as Lessee under the Ground Lease effective as of the Termination Date.

(c) Amendment of Ground Lease. The Club and the Joint Venture (with the consent of Viera and the County herein) do hereby amend and modify the Ground Lease as hereafter provided. Except as expressly modified hereby, all terms, provisions and exhibits of the Ground lease shall continue in full force and effect.

(i) The term of the Ground Lease set forth in Section 2.1 of the Ground Lease is extended by deleting the words "and expiring at 11:59 p.m. on December 31, 2018" beginning in line three (3) thereof and inserting the words "and expiring at 11:59 p.m. on December 31, 2053" in its place and stead. The following sentences are added at the end of Section 2.1: "Notwithstanding the foregoing or any other contrary provision of this Lease, Lessor shall have the right, but not the obligation, to terminate this Lease if Lessee or its Sublessee fails to commence and thereafter continuously conduct an organized sports-related use upon the Leased Land during any period of 720 or more consecutive days during the Lease Term. If Lessor elects to exercise its right to terminate this Lease in accordance the foregoing sentence, Lessor shall deliver written notice of such termination to Lessee and this Lease shall terminate and Lessee shall surrender possession of the Leased Land in accordance with Article 13 of this Lease thirty (30) days after Lessee's receipt of such notice".

(ii) Section 4.1 of the Lease is deleted in its entirety and the following provisions substituted in lieu thereof: "Use. Lessee shall have the right to use the Leased Land for the development, construction and operation of spring training practice facilities for professional and/or amateur baseball teams, other organized sports-related purposes and incidental uses related thereto. Any use of the Leased Land other than in accordance with the preceding sentence must be with the consent of Lessor. It is understood that Lessee is responsible for complying with all zoning and any and all other governmental ordinances and requirements applicable to Lessee's use of the Leased Land and Lessee's related facilities."

(iii) Section 5.1(c) of the Lease is modified by adding the following clause to the end of the section's only sentence: "...for Lessor's review and approval prior to any construction, reconstruction, demolition, or any change, alteration or improvements by Lessee."

(iv) Section 5.3(a) of the Lease is modified by adding the following sentences after the last sentence thereof: "Lessor and Lessee acknowledge that the

parties to this Lease have entered into that certain Amendment of Leases and Assignment and Assumption Agreement dated April 6th, 2015 (the "Lease Amendment"), whereby Lessee has agreed to sell, assign, transfer, convey and deliver to the County the buildings and certain improvements, fixtures, machinery, equipment and other property pursuant to terms and conditions (referred to as the Transferring Ground Lease Improvements) as set forth in the Lease Amendment. Upon such transfer and conveyance, all property so transferred and conveyed the County shall become the exclusive property of the County in accordance with Section 5.3 of the Lease."

(v) Section 5.3(b) of the Lease is modified by adding the following sentence after the last sentence thereof: "Notwithstanding the foregoing or any other contrary provision of this Lease, to the extent that the buildings improvements, machinery, equipment and other property located on the Leased Land are transferred and conveyed to the County as provided in Section 5.3(a) above, upon termination of this Lease, the right of Lessee to remove such property from the Leased Land and Lessee's associated rights shall terminate in all respects, are void, and of no further force or effect."

(vi) Section 8.1 of the Lease is modified to provide that notwithstanding any provision of the Lease to the contrary, to the extent that the buildings improvements, machinery, equipment and other property located on the Leased Land are transferred and conveyed to the County as provided in Section 5.3(a) above, (i) Lessee shall, with reasonable promptness, restore, replace and rebuild all buildings and improvements owned by the County which are thereafter damaged or destroyed by fire or other casualty, unless Lessor expressly agrees otherwise; and (ii) Lessee shall obtain and continuously maintain, or cause to be obtained and maintained, during the Lease Term fire and extended coverage casualty insurance, written at full replacement cost without deduction for depreciation, on all such property owned by the County. All policy proceeds shall be used for the repair or replacement of property damaged or destroyed.

(vii) The description of the land which is leased under the Ground Lease is modified by amending and modifying Exhibit "A" attached to the Ground Lease to exclude and delete that portion of the "Leased Land" located easterly of the Stadium Parkway right-of-way, a public road.

(d) Road Improvements; Mitigation of Traffic Impacts Related to Use of Leased Land and Space Coast Stadium. Effective on the Termination Date, the County shall be responsible for any and all road improvements required to facilitate or accommodate uses under the Ground Lease and/or occurring at Space Coast Stadium, including, but not limited to, all road and driveway improvements, turning lanes and signalization. From and after the Termination Date, the County acknowledges and agrees that neither Viera, nor its corporate parent The Viera Company as the master-developer of the Viera Development of Regional Impact (the "Viera DRI"), shall be responsible for mitigating any adverse impacts to the regional roadway network or to the service levels adopted by the County for roads within such network, due to traffic volumes attributable to the uses occurring under the Ground Lease and/or at Space Coast

Stadium. Therefore, subsequent to the Termination Date and notwithstanding any contrary provision of the Viera DRI Development Order (as from time to time amended and restated), traffic volumes related to uses under the Ground Lease and/or uses occurring at Space Coast Stadium shall be excluded from all Level of Service analyses and monitoring/modeling study results for the Viera DRI, and shall not be considered in determining the traffic mitigation or the proportionate share payment required for any future phase or sub-phase of the Viera DRI.

6. Sale of Transferring Ground Lease Improvements. Effective on the Termination Date, the Club hereby sells, assigns, transfers, conveys and delivers to the County, and the County accepts from the Club, all of the Club's right, title and interest in the Transferring Ground Lease Improvements, free and clear of all Liens (other than Permitted Liens), for the amount of \$10.00 (TEN DOLLARS) (herein the "Transferring Ground Lease Improvements Sale"). The Club shall retain ownership of any moveable equipment, furniture or personal property not described in Exhibit C as constituting Transferring Ground Lease Improvements.

7. Conditions. The Parties agree that on the Termination Date:

(a) the Ground Lease Leasehold Interest shall be sold, assigned, transferred, conveyed and delivered to the County;

(b) the Transferring Ground Lease Improvements shall each be sold, assigned, transferred, conveyed and delivered to the County; and

(c) the Club's Joint Venture Interest shall be sold, assigned, transferred, conveyed and delivered to Viera;

The Ground Lease Leasehold Interest, the Transferring Ground Lease Improvements, and the Club's Joint Venture Interest, shall be transferred and accepted by the County and Viera, as the case may be, in their "as is" condition without any express or implied warranties of any kind as to condition, subject to the Club's representations under Section 4(c) above and the Club's obligations in Section 8(b) below". Any existing written warranties in favor of the Club and relating to the Transferring Ground Lease Improvements shall also be assigned to the County.

The Club also agrees that upon execution of this Agreement, the Club will not enter into any assignment, assumption or sublease agreement or any extension or amendment to any such existing agreements relating to the Facilities, the Lease Land or the Transferring Ground Lease Improvements extending beyond the Termination Date. The Parties further agree that as of the Termination Date all Club subleases relating to the Facilities, the Lease Land or the Transferring Ground Lease Improvements shall also terminate unless at least fifteen (15) days prior to the Termination Date, the County expressly notifies any subtenant otherwise in which event any such subtenant shall be required to attorn to the County as Sublessor upon the terms and conditions of the subtenant's sublease to the extent such attornment does not interfere with the use of any entity or persons contracting with the County for a conflicting use of the Facilities, Lease Land, or Transferring Ground Lease Improvements.

8. Indemnification and Estoppel.

(a) County Indemnification. To the extent not prohibited by applicable law of the State of Florida, from and after the Termination Date, the County shall indemnify, defend and hold harmless the Club, its predecessors, affiliates, subsidiaries, successors and assigns, and each of their respective past, present and future, direct and indirect, directors, officers, trustees, employees, agents, owners, partners, members, managers, shareholders and governors, from and against all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses (including interest, penalties and reasonable attorneys' fees and expenses) resulting to, imposed upon or incurred by any such person or entity in connection with or arising out of any liability or obligation assumed pursuant to this Agreement by the County relating to the Stadium (from and after the Termination Date), Ground Lease or Transferring Ground Lease Improvements that are disclosed by the Club or Joint Venture.

(b) Club Indemnification. Notwithstanding anything to the contrary herein, the Club shall indemnify, defend and hold harmless the County and its officers, agents and employees from any and all liability, claims, damages, expenses (including reasonable attorney's fees), proceedings and causes of action arising out of or connected with any claims of third parties related to personal injury or property damage occurring or any act or omission of the Club in connection with the Ground Lease, the improvements thereon or equipment or fixtures utilized in connection therewith arising prior to the Termination Date. To the extent that any Club Obligation Lien remains in effect as of the Termination Date, the Club shall be solely responsible, at its sole expense, for taking any necessary action to release such Club Obligation Liens as soon as practicable thereafter; provided that the existence of any such Club Obligation Lien shall not prevent or affect the consummation of the Ground Lease Assignment and the Ground Lease Improvements Sale on the Termination Date. Notwithstanding anything to the contrary herein, the Club shall indemnify, defend and hold harmless Viera its affiliates, subsidiaries, successors, assigns and their respective directors, officers, agents and employees from any and all liability, claims, damages, expenses (including reasonable attorneys' fees), proceedings and causes of action arising out of or connected with (i) any breach of the representations and warranties made by the Club in this Agreement; (ii) any personal injury or property damage occurring on the Ground Lease Land or in connection with the Ground Lease Improvements prior to the Termination Date and (iii) any act or omission of the Club as Managing Member of the Joint Venture (outside and beyond the scope of its allowed decision making), or in connection with the Ground Lease, or the Ground Lease Improvements occurring prior to the Termination Date.

(c) Viera Indemnification. From and after the Termination Date, Viera shall indemnify, defend and hold harmless the Club, its predecessors, affiliates, subsidiaries, successors and assigns, and each of their respective past, present and future, direct and indirect, directors, officers, trustees, employees, agents, owners, partners, members, managers, shareholders and governors, from and against all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs and expenses (including interest, penalties and reasonable attorneys' fees and expenses) resulting to, imposed upon or incurred by any such person or entity in connection with or arising out of any claims of third parties related: (i) to any act or omission of Viera as a member of the Joint Venture (outside and beyond the scope of its allowed decision making) occurring before the Termination Date; or (ii) any act of omission of Viera in connection with the Joint Venture or the Joint Venture

Agreement occurring after the Termination Date. (for purposes of this Indemnification only the Viera Development Corporation shall remain as co-indemnitor in the event of a transfer of the Joint Venture Interest to a designated assignee pursuant to Section 4 (a) above).

(d) Viera and Joint Venture Waiver and Release. Viera and the Joint Venture agree that the County shall not be liable to the Joint Venture for any obligations of the ground lessee under the Ground Lease prior to the Termination Date. Viera and the Joint Venture further agree that from and after the Termination Date and subject to the Club's performance of its agreements and obligations under this Agreement, Viera and the Joint Venture each respectively, waives and forever releases any claim it or the Joint Venture may have against the Club under the Ground Lease or the Joint Venture Agreement or with regard to the Ground Lease Improvements except and excluding claims arising in connection with Club's representations in Section 4(c) above or arising under the Club's indemnification of Viera pursuant to Section 8(b) above.

9. Reservation of Rights, Obligations and Conflicts. With the exception of the Ground Lease and assignment, transfer and conveyance of the Transferring Ground Lease Improvements, the Club is not assigning any rights to the County. For the avoidance of doubt, the Parties acknowledge and agree that (i) nothing in this Agreement is intended to constitute an assignment, transfer, sale, exchange, conveyance or other disposition to the County of all or any portion of the Club Joint Venture Interest, and (ii) the County shall have no voting, management or other rights in respect of the Joint Venture Interest under the Joint Venture Agreement. To the extent of any conflict between this Amendment to Leases, Assignment and Assumption Agreement and any other provision in the Space Coast Stadium Lease Agreement or the Ground Lease, the provisions in the Agreement shall be deemed to supersede and replace such conflicting provisions.

10. Public Announcement. Neither the Club, Viera nor the County shall, without the prior written consent of the other, issue any press release or make any other public disclosure, either written or oral, of the existence or terms of this Agreement or the transactions contemplated hereby, except to the extent that such disclosure is required by law; provided, however, that in such case the party required to disclose such information in a manner other than a request for Public Records, the disclosing party shall provide the other party from whom consent is required hereby with a copy of any press release or announcement at least two (2) business days prior to the announcement being publicized and shall in good faith consider any proposed changes thereto requested by such other parties. Notwithstanding the foregoing, the Club, Viera and the County shall cooperate in good faith to prepare a joint press release, which press release shall be mutually acceptable to the Club, Viera and the County, should such a press release be deemed reasonably prudent by the parties.

11. Notices.

(a) Each notice, request, demand, and other communication delivered by a party under this Agreement shall be in writing, and shall be deemed duly given or made (i) at the time and on the date when personally delivered to the persons designated below as shown on a receipt therefor or (ii) when delivered (1) by The United States Postal Service by prepaid registered or certified mail, in each case, return receipt requested or (2) by a nationally recognized overnight delivery service, and, in each case, addressed to the applicable party at the following addressee(s):

if delivered to the Club:

Arthur Fuccillo
Executive Vice President
Lerner Enterprises
2000 Tower Oaks Boulevard
Eighth Floor
Rockville, Maryland 20852

With copies to:

Washington Nationals Baseball Club, LLC
Mark D. Lerner
Vice Chairman & Principal Owner
Nationals Park
1500 South Capitol Street, SE
Washington, DC 20003

if delivered to the County:

Brevard County
Stockton Whitten, County Manager
2725 Judge Fran Jamieson Way,
Melbourne, FL 32940

if delivered to Viera:

Todd J. Pokrywa, Sr. Vice President
7380 Murrell Road , Suite 201
Viera, FL 32940

With copies to:

The Viera Company
General Counsel
7380 Murrell Road, Suite 201

hr g/s

Viera, FL 32940

if delivered to the Joint Venture:

c/o the Club as Managing Venturer

(b) Rejection of delivery on a business day shall be deemed to be receipt. Any party, by written notice to the other in the manner provided in this Section, may designate an address different from that set forth in Section 11.

12. Further Assurances. The Club, Viera and the County agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, (including documents effectuating the Club's Joint Venture Interest Assignment, the Ground Lease Assignment and the Ground Lease Improvements Sale) and (c) to do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement. (It is understood and agreed however, the Club shall incur no additional costs whatsoever, including the recording or preparation of such documents (except for its own attorney's fees).

13. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Club, the Joint Venture, Viera and the County and the respective heirs, legal representatives, successors and assigns of each.

14. Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Amendment. This Agreement may not be modified, amended, altered or supplemented except by written agreement executed and delivered by the Club, the Joint Venture, Viera and the County.

17. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the law of the State of Florida applicable to contracts made within and to be performed within the State of Florida. The parties hereto agree to submit to personal jurisdiction in the State of Florida in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, the parties hereby agree and consent that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the parties in any such action or proceeding may be obtained within or without the jurisdiction of any court located in the State of Florida. Venue for any legal action by any party to this Agreement to

interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be nonjury.

18. Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

19. Full Force and Effect. Except as expressly amended hereby, the Space Coast Stadium Lease, the Joint Venture Agreement and the Ground Lease shall be and remain in full force and effect and the parties hereby ratify and confirm the same and agree to continue to be bound by the provisions thereof.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CLUB:

WASHINGTON NATIONALS BASEBALL CLUB, LLC

By: _____
Name: _____
Title: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Robin Fisher, Chairman

As approved by the Board on: _____

Attest: _____
Scott Ellis, Clerk

VIERA

THE VIERA DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

JOINT VENTURE

MARLINS-VIERA, a Joint Venture governed by the partnership laws of the State of Florida
By: WASHINGTON NATIONALS BASEBALL CLUB, LLC, Managing Venturer

By: _____
Name: _____
Title: _____

by H &

STATE OF ~~_____~~
COUNTY OF District of Columbia: SS

The foregoing instrument was acknowledged before me this 6 day of April, 2015, by Mark D. Auer, as Vice-Chairman of Washington Nationals Baseball Club, LLC, a District of Columbia limited liability company, on behalf of such limited liability company.

William Maxwell Shames

Signature of Notary Public

William Maxwell Shames

(print Notary Name)

My Commission Expires: November 14, 2019

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



WILLIAM MAXWELL SHAMES
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2019

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 9 day of April, 2015, by Robin Fisher as Chairman of Brevard County, a political subdivision of the State of Florida, on behalf of such political subdivision.

Christine Mulligan

Signature of Notary Public

Christine Mulligan

(print Notary Name)

My Commission Expires: June 17, 2018

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



CHRISTINE MULLIGAN
Commission # FF 133347
My Commission Expires
June 17, 2018

hr

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 7th day of April, 2015,
by Stephen L. Johnson, as President of the **Viera Development Corporation**, a corporation
doing business in the State of Florida,.

Charlene R. Spangler
Signature of Notary Public

AFFIX NOTARY STAMP

CHARLENE R. SPANGLER
Notary Public, State of Florida
My Commission Expires May 27, 2015
Commission No. EE 84836

Charlene R. Spangler

(print Notary Name)

My Commission Expires: 5/27/15

Commission No.: EE84836

Personally known, or

Produced Identification

Type of Identification Produced

STATE OF _____
COUNTY OF District of Columbia

The foregoing instrument was acknowledged before me this 6 day of April, 2015,
by Mark D. Smith, as Vice Chairman of **Washington Nationals Baseball Club, LLC**, a
District of Columbia limited liability company, on behalf of such limited liability company, in its
capacity as Managing Partner of the Marlins-Viera Joint Venture.

William Maxwell Shames
Signature of Notary Public

AFFIX NOTARY STAMP



William Maxwell Shames

(print Notary Name)

My Commission Expires: November 14, 2019

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced

WILLIAM MAXWELL SHAMES
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2019

by [Signature]

EXHIBIT A
SPACE COAST STADIUM LEASE

EXHIBIT A

AGREEMENT BETWEEN
THE BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
THE FLORIDA MARLINS
JUNE 12, 1992



AGREEMENT

This Agreement is made and entered into as of June __, 1992, by and between COUNTY OF BREVARD, a political subdivision of the State of Florida (the "County"), and FLORIDA MARLINS BASEBALL, LTD., a limited partnership organized and existing under the laws of the State of Florida (the "Club").

WITNESSETH:

WHEREAS, pursuant to an agreement with The National League of Professional Baseball Clubs and its member clubs, the Club will be granted a franchise (the "Franchise") to operate a professional baseball team in Dade County, Florida, as a member of the National League; and

WHEREAS, the Club will assemble and field a National League team to be known as the "Florida Marlins" for participation in the 1993 season; and

WHEREAS, in connection with its participation in the National League, the Club is in need of a stadium for its spring training exhibition games; and

WHEREAS, to provide a facility for public recreational purposes, to promote and preserve gainful employment and tourism and to enhance the economic prosperity of the County of Brevard, the State of Florida and their residents, the County desires to construct a sports stadium for use by the Club and for other public purposes; and

WHEREAS, the County desires that the Club use the stadium for spring training exhibition baseball games and operate, manage and maintain the stadium year-round; and

WHEREAS, the Club is willing to use the stadium as a spring training site and for other purposes and to operate, manage and maintain the Stadium, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follow:

ARTICLE I

INTERPRETATION OF AGREEMENT

1.1 Definitions. As used in this Agreement:

"Agreement" means this Agreement, as it may be amended or supplemented from time to time in accordance with the terms hereof.

"Bonds" means tax-exempt bonds to be issued by the County to finance construction of the Stadium and Capital Improvements thereto.

"CPI" means the Consumer Price Index for all Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States, Department of Labor, or if such index is no longer published, such other similar index as may be agreed to by the parties hereto.

"Capital Improvements" means the items described in clauses 3.5(b)(i)-(v).

"Contract Year" means any year (or portion thereof) during the Term commencing January 1 (or, in the case of the first Contract Year, the Project Completion Date) and ending December 31 of such year (or on the date this Agreement is earlier terminated, if applicable).

"County Architect" means the design-build firm retained by the County pursuant to section 2.2.

"Dormitory" means a congregate living facility owned and operated by the Club for the sole purpose of housing Club personnel and players.

"Equipment" means the fixtures, furnishings, equipment and other items of personal property provided by the County for use in connection with the operation of the Facilities pursuant to this Agreement.

"Event" means any assembly, tournament, game, contest, exhibition, performance or other event held, produced or exhibited at the Facilities during the Term.

"Event of Default" means any event or condition listed in section 5.1.

"Facilities" means the Stadium, the Land and the Equipment.

"Land" means the real property described on Exhibit 1.

"Liens" has the meaning ascribed to it in subsection 4.2(e).

"person" means any natural person, corporation, partnership, joint venture, trust or unincorporated organization or association, joint stock company or other similar organization, government or any political subdivision thereof, court, or any other legal entity, whether acting in an individual, fiduciary or other capacity.

"Plans" means the plans, drawings and specifications for construction of the Stadium prepared in accordance with sections 2.1 and 2.2.

"Project Completion Date" means the date the Stadium is completed and available for occupancy and use as contemplated in section 2.1.

"Stadium" means the stadium and its appurtenances to be constructed on the Land pursuant to this Agreement, including the playing field, major league and visiting team's clubhouses, batting cages, offices, grandstands, seats, press box, scoreboard, concession stands, restroom facilities, walkways, all fixtures and nonmovable equipment affixed thereto or located thereat (other than the Equipment) and all the improvements to the Land such as paved parking areas and roadways.

"Term" means the period commencing on the Project Completion Date and ending on the date this Agreement terminates in accordance with the provisions hereof.

1.2 Interpretation. The descriptive headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. In

this Agreement, references to articles, sections, subsections, paragraphs, clauses or exhibits are to this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto; and the use of the words "hereof," "herein" and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provision of the Agreement. Whenever the terms "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

1.3 Exhibits. All exhibits attached hereto or referenced herein are hereby incorporated by reference into, and made a part of, this Agreement.

ARTICLE II

ACQUISITION OF LAND AND

DESIGN, CONSTRUCTION AND COMPLETION OF THE STADIUM

2.1 Construction of the Stadium. At its sole cost and expense, the County shall acquire the Land and finance and construct the Stadium on the Land in accordance with section 2.2 below for use during the 1994 spring training baseball season and throughout the Term. The total cost of design/build of the Stadium shall not exceed the sum of \$6,650,000. The County's obligation under this Agreement will be limited to those funds coming from the fourth cent tourist tax and any state funds available. The Stadium shall be completed and

available for occupancy and use as a baseball stadium on or before January 1, 1994 (the "Project Completion Date"). For purposes of the foregoing sentence, "completed and available for occupancy and use" shall mean that a certificate of occupancy and all required permits shall have been issued for the Stadium and that the Stadium shall have been constructed in substantial compliance with this Agreement and the Plans. The County shall deliver to the Club on the Project Completion Date, copies of all building permits, environmental permits, land use permits, certificates of occupancy and any other permits, approvals, licenses or agreements from or with all applicable governmental or quasi-governmental authorities having jurisdiction over the Stadium or Land and required for the occupancy and use of the Stadium or Land.

2.2 Design-Build. The County shall construct the Stadium pursuant to a "design-build contract," as defined in section 287.055(2)(i), Florida Statutes (1991). The Stadium shall be constructed in accordance with a "design criteria package," as defined in section 287.055(2)(j), Florida Statutes (1991), which shall be prepared and sealed by a design professional employed or retained by the County in accordance with applicable law and which shall be acceptable to the County and the Club in all respects (which acceptance shall be evidenced in writing). The County shall meet with the Club to review the design criteria package for the Stadium prior to the issuance of the bid or request for proposal concerning the design-build contract and shall afford the Club a meaningful

opportunity to review and consider such design criteria package and to offer comments and input regarding the same. Following acceptance of the design criteria package, the County shall award a design-build contract for construction of the Stadium to a design-build firm (the "County Architect"), pursuant to applicable laws and Brevard County rules and ordinances. The Club shall be afforded a meaningful opportunity to comment on the selection of the County Architect, including input regarding the qualifications of the bidders, their past performance, their approach to the project and their ability to meet the budgetary and time requirements. The County shall not select a County Architect who is unable to construct the Stadium for occupancy on or before the Project Completion Date or who is unable to satisfy all the requirements of the County and the Club with respect to such construction. The County shall cause the County Architect to provide the Club with copies of the proposed Plans prior to issuance of a notice to proceed and to meet with the Club to review the Plans. The Club shall be afforded a meaningful opportunity to review and consider the proposed Plans and to offer comments and input regarding the same, and, in any event, the Plans shall be subject to written acceptance by the County and the Club and shall comply with the provisions of this Agreement (including the exhibits hereto) in all respects. After the Plans are approved, the County shall cause the County Architect to commence construction of the Stadium in accordance with the approved Plans and this Agreement. The Club shall have the

right to monitor and inspect all aspects of the construction. All changes, additions and modifications to the Plans must be acceptable to the Club. The County and the County Architect shall use their best efforts to adhere to the schedule set forth on Exhibit 2. To the extent possible, the County shall cause all warranties provided to it by the County Architect and each contractor, subcontractor, manufacturer or other person to be for the benefit of and enforceable by the Club, and, in any event, the County shall deliver to the Club copies of all such warranties.

2.3 Equipment. All equipment necessary to operate the Stadium shall be provided by the parties in the manner set forth in Exhibit 3. The County shall cause all warranties provided in respect of the Equipment to be for the benefit of and enforceable by the Club, and the County shall deliver to the Club copies of all such warranties.

2.4 Access and Parking. The County shall provide access to the Stadium (paved streets, sidewalks and ramps) and paved parking areas at the Stadium in accordance with the Plans and the Agreement to Donate Land of even date herewith between The Viera Company and Brevard County (the "Viera Agreement"). Business improvements shall be completed on or before the Project Completion Date.

2.5 Landscaping. The County shall be responsible for all landscaping in and around the Stadium as part of the construction of the Stadium. Such landscaping shall be completed on or before the Project Completion Date.

2.6 Enforcement of Warranties. The County shall diligently enforce all warranties with respect to the Stadium and the Equipment. If, upon the request of the Club, the County fails to diligently pursue such claims, then the Club may do so at the County's expense and may attempt to enforce such claims in its own right and as agent for the County. The resolution of all warranty claims must be reasonably acceptable to both the County and the Club.

ARTICLE III

USE OF FACILITIES; OPERATION, MANAGEMENT AND MAINTENANCE

3.1 Use of Facilities. The County shall deliver possession of the Facilities to the Club on the Project Completion Date. Subject to the terms and conditions hereof, from and after the Project Completion Date and throughout the Term, the Club shall be entitled to use the Facilities for the purpose of playing its spring training exhibition baseball games and for any other purposes (including Events held, sponsored or involving third parties), insofar as such use is not expressly prohibited by this Agreement. The Club agrees to use the Stadium as its home field for spring training exhibition baseball games and to use its reasonable best efforts to attract and promote additional public Events that do not interfere with the use of the Stadium for baseball games. Other than performance of its obligations hereunder, the Club shall not be required to make any payment to or perform any obligation for the benefit of the County for any such use of

the Facilities by the Club or third parties. The Club shall be entitled to enjoy, and shall enjoy, quiet, peaceful and undisturbed possession of the Facilities in accordance with the provisions hereof. At the expiration of the Term or the earlier termination of this Agreement in accordance with the provisions hereof, the Club shall surrender possession of the Facilities to the County without further notice. On or before the date the Facilities are surrendered, the Club may remove any additions, improvements or fixtures that it made or affixed to the Facilities, provided that the Club repair any damage occasioned by such removal and restores the premises to the condition existing prior to installation of such fixtures or the making of such improvements.

3.2 Term. This Agreement shall become effective on the date the Land is conveyed to the County pursuant to the Viera Agreement and the adjoining parcel (the "Club Parcel") is conveyed to the Club pursuant to the Agreement to Donate Land of even date herewith between The Viera Company and the Club (the "Club Agreement") and shall terminate, subject to the Club's rights and options to extend set forth in this section 3.2, on December 31, 2017; provided, however, if the Land and Club Parcel are not so conveyed within 120 days following the date of this Agreement, the parties hereto shall adjust the Project Completion Date to take into account the delay in closing; and, further provided, that if the Land and Club Parcel are not conveyed to the County and the Club, respectively, in accordance with the terms and conditions of

the Viara Agreement and the Club Agreement, then this Agreement shall be of no further force or effect and neither party hereto shall have any further liability or obligations hereunder. The Club at its option may extend the Term for an additional period of 10 years and thereafter an additional period of five years by providing to the County written notice of its election no less than one year prior to expiration of the than current term. Each extension shall be governed by and subject to the other provisions of this Agreement. If the Club fails to extend the Term in accordance with the provisions of this section, then the County shall have the right to seek other users for the Facilities for the period beginning on the day after the expiration of the Term.

3.3 Admission, Parking, Concessions, Advertising and Broadcasting. At all times during the Term, the Club shall have the sole and exclusive right (a) to fix, charge and collect admission for Events, (b) to fix, charge and collect a fee for the privilege of parking at the Facilities, (c) to sell food, beverages, concessions, novelties and other items at the Facilities, (d) to sell and display advertising at the Facilities (including fence signs, scoreboards, signboards, billboards, pamphlets and programs) and (e) to broadcast and license broadcasts of Events. The Club shall be entitled to all revenue generated by the foregoing sales or activities, and the County shall not be entitled to any portion thereof (except as provided in the first sentence of section 3.4).

3.4 County Use of Stadium. Notwithstanding the provisions of section 3.1, the County, upon 60 days' advance written notice to the Club, shall be entitled to use the Stadium for non-revenue producing Events (except, at the option of the County, revenue to cover actual costs) for a minimum of 30 days each Contract Year, without charge or fee, except that the County shall pay the Club for the actual costs and expenses incurred by the Club in connection with such use (e.g., prorated utility and supply costs and personnel costs) so that such use shall not impose any burden (financial or otherwise) on the Club; provided, however, that all Stadium operations and concessions for Events sponsored or held by the County shall be the responsibility (subject to the County's obligation to reimburse the Club for its costs and expenses) and under the control of the Club and the Club shall be entitled to retain all revenue generated from the sale of concessions; provided, further, that, upon the request of the County, the Club shall increase the prices for concessions and shall remit to the County or such other nonprofit user of the Stadium as the County may direct an amount equal to the difference between the increased concession prices charged for such Event and the concession prices normally charged by the Club for such Events. Notwithstanding the foregoing, if the costs of operating and maintaining the Stadium during the period the County is authorized to use the Stadium shall exceed 10% of the debt service on the Bonds during such calendar year, unless the County receives an opinion of nationally recognized bond

counsel that such action is not necessary, either (i) the number of days for which the County is authorized to use the Stadium shall be automatically reduced to a number in which the costs of operation and maintenance in such period do not exceed the 10% test mentioned above, or (ii) at the option of the County, the County will pay costs of operation and maintenance of the Stadium for the number of days necessary to ensure compliance with the foregoing test. The County and the Club shall cooperate in scheduling the County's use of the Stadium to avoid any conflict with revenue generating activities at the Stadium, and in no event shall the County use the Stadium at times that would conflict with the Club's use of the Stadium for baseball games or training or with any previously scheduled Event.

3.5 Operation, Management and Maintenance.

(a) Subject to the other provisions of this Agreement, the Club shall be responsible for, at its sole cost and expense, the operation, management and maintenance of the Facilities throughout the Term, and agrees to exert reasonable efforts in connection therewith and to maintain the Facilities in good condition, including necessary repairs and replacement of all equipment, ordinary wear and tear excepted. The Club agrees to perform and furnish during the Term all management services, labor and materials needed to operate, manage and maintain the Facilities in accordance with its obligations under this Agreement. It is the intent of the parties that the Club will have authority over the operation of the Facilities

during the Term, including the right to establish and enforce the rules, regulations, policies and guidelines applicable to the use of the Stadium. All persons used in the management and operation of the Facilities will be employees, consultants, contractors, licensees, agents or representatives (collectively, "Personnel") of the Club and not of the County. The Club shall select the number, function, qualifications, compensation and other terms and conditions relating to such persons. During the Term the Club shall have the exclusive right to do, among other things, the following at the Stadium:

(i) To employ, hire, retain, compensate, supervise and discharge all Personnel;

(ii) To negotiate and enter into licenses, use agreements and bookings for the Stadium;

(iii) To rent, lease and purchase, as the property of the Club, all necessary supplies and equipment for Events and ordinary maintenance;

(iv) To negotiate and enter into service contracts required in the ordinary course of business in operating the Stadium, including contracts for electricity, engineering services, gas, telephone, janitorial service, vermin extermination and concessions;

(v) To establish prices, rates and rate schedules for the licenses, use and booking agreements; and

(vi) To cause such acts and things to be done as shall be necessary or appropriate to the proper operation and maintenance of the Stadium.

(b) Notwithstanding subsection (a) above, operation, repair and maintenance for which the Club shall be responsible shall not include (i) construction items, whether they relate to the initial construction of the Stadium, any subsequent construction work or any repairs or renovations required as the result of faulty workmanship or materials in connection with the construction of the Stadium, (ii) any item that is not caused by ordinary wear and tear, (iii) any alteration, modification and addition as may be required from time to time to meet the requirements of law or of any governmental body having jurisdiction with respect to the Facilities, (iv) any item necessary to repair or replace damaged or destroyed property resulting from vandalism (other than damage caused by attendees of Events), fire, disease not normally treated by routine maintenance, flood or other natural calamity or Act of God or (v) any damage or loss covered by insurance maintained by the County (collectively, "Capital Improvements"). Capital Improvements shall be authorized jointly by the County and the Club and shall be funded from an account to be established and maintained by the County (the "Capital Fund") and, if applicable, by insurance proceeds

pursuant to subsection 3.9(a). The Capital Fund shall be a separate interest bearing bank account (with the interest earned to be added to the Capital Fund) and shall be funded with 50% of the difference between (A) the amount collected by the County in respect of the additional 1% local option tourist development tax that was levied by the County to pay debt service on the Bonds and (B) the regularly scheduled debt service on the Bonds with (the "Excess"). All the Excess shall be deposited by the County into the Capital Fund to the extent necessary to achieve and maintain a minimum balance in the Capital Fund of \$2,000,000. So long as a minimum balance of \$2,000,000 is continuously maintained in the Capital Fund, the County at its option may use any Excess over and above such required minimum balance to retire Bonds. Other than to retire Bonds as permitted by the foregoing sentence and to fund repairs and improvements to the Stadium that are agreed to by the parties in the exercise of their reasonable discretion, the Capital Fund shall be used solely for funding Capital Improvements. The Club shall not be responsible for the cost of any Capital Improvements.

3.6 Security. The Club shall provide adequate security for Events.

3.7 Alterations and Improvements. The Club shall have the right from time to time, at its own expense, to make alterations and improvements to the Facilities as the Club may deem desirable in the conduct of its business; provided, however, that any material alteration or improvement shall

require the prior consent of the County (which shall not be unreasonably withheld or delayed).

3.8 Utilities. The Club shall be responsible for all utility (e.g., electric, water, sewage and waste disposal) charges attributable to the use or operation of the Facilities during the Term. The County shall cause, as part of the construction of the Facilities, the Facilities to be serviced by all necessary utilities.

3.9 Insurance.

(a) The County shall maintain all-risk property insurance for the Stadium and the equipment at the Facilities (not including furnishings, equipment and personal items of the Club) in an amount equal at least to the full replacement cost of the Stadium and such equipment, provided that in no event shall the amount of such insurance in force be less than the amount needed to avoid the County or the Club being deemed a co-insurer under applicable law or policies. If any loss or damage occurs (whether insured against or not), the County shall promptly repair, replace or restore the Stadium and such equipment to its original condition, minimizing the interference with the Club's operations, or shall promptly construct a replacement facility at the same site as the Stadium or at an alternative site acceptable to both parties. The County shall consult with the Club in connection with any such repairs, restorations or replacements. The specifications and plans therefor, and the materials and workmanship, must be acceptable to the Club. If the Club is unable to use the

County shall be responsible for the costs and expenses incurred by the Club in obtaining an alternate site to play its games during such period, which site must be acceptable to the Club; provided, however, that the County shall not be responsible for such costs and expenses if the loss or damage necessitating the repairs or reconstruction of the Facilities was caused by the Club or any third party other than the County. The County shall also maintain, or cause the contractor to maintain for its benefit, builder's risk insurance at all times construction is in progress, with such limits, form, endorsements and coverages as are available and as reasonably acceptable to the Club.

(b) The County also shall maintain commercial general liability insurance not more restrictive than provided by ISO form CG 00 01, with limits, endorsements and coverages as are available and as reasonably acceptable to the Club.

(c) The Club shall maintain workers' compensation/employer's liability insurance at statutory levels, commercial general liability insurance not more restrictive than provided by ISO form CG 00 01 and in an amount not less than \$5,000,000 and such other insurance as may be customary for operators of similar facilities, with limits, endorsements (including liquor endorsements if liquor is sold on the premises) and coverages as are available and as reasonably acceptable to the County.

Each policy of liability insurance maintained by either the County or the Club in respect of the Facilities or the activities thereat shall name the other party hereto as an additional insured, but the contracting party shall remain solely liable for all premiums and all other obligations of the insured under such policies. The amounts of the coverages and deductibles on all policies of insurance shall be increased from time to time as may be necessary or appropriate in light of the rate of inflation, the replacement value of the property and the increased risks to the Club and the County. All insurance must be on an occurrence basis, and not on a claims made basis. Coverage shall be obtained only from insurers who are rated A7 or better in the then most recent edition of Best's Insurance Reports. Each policy shall provide for a waiver of the insurer's subrogation rights against the County and the Club, and shall be endorsed to provide the other party hereto with 30 days' notice of cancellation, nonrenewal or restriction of coverage.

(e) The parties acknowledge that during the term of this Agreement changes in the insurance industry may, adversely and materially affect the parties' ability to obtain the above coverages or to obtain such coverages for costs that are not prohibitive. If such changes occur, the parties agree to consult and to negotiate in good faith an amendment to this section 3.9 so that essentially the same risk protection is afforded to the parties as provided by the coverages set forth

above or that is reasonable in light of the circumstances that may exist from time to time.

3.10 Compliance with Laws and Permits. In connection with its use, operation, management and maintenance of the Facilities, the Club shall comply with all applicable Federal, state or local laws, ordinances, rules or regulations and all applicable permits or licenses. The County shall not pass any law, ordinance, rule or regulation, or otherwise impose any requirement or restriction, that interferes with the Club's use, operation, management and maintenance of the Facilities as contemplated in this Agreement.

3.11 Bond Covenants. The County shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under the Bonds, the Viera Agreement or any deed of trust, bond, debenture or other security agreement or contract to which the County is bound and which relates to the Facilities or financing thereof and shall pay all costs of constructing the Stadium and purchasing the Equipment as contemplated in Article II.

3.12 Minor League Team. The Club agrees to use reasonable efforts to cause a minor league professional baseball team at the Class A level or above to use the Stadium as its home field.

3.13 Promotion. The parties recognize and agree that the County is undertaking a substantial financial obligation to induce the Club to conduct professional baseball activities in Brevard County. It is therefore understood and

agreed that the Club will cooperate with the County in its efforts to promote the development and success of baseball in Brevard County and that the Club will use reasonable efforts to promote activities involving the Club.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

4.1 The Club. The Club represents and warrants to the County that as of the date hereof and throughout the Term:

(a) Organization, Power and Authority. The Club is a limited partnership duly formed and validly existing under the laws of the State of Florida and has all the requisite partnership power and authority to use, operate, manage and maintain the Facilities, to enter into this Agreement and to carry out its obligations hereunder.

(b) Authorization. The execution and delivery of this Agreement, and the performance by the Club of its obligations hereunder, have been duly authorized by all necessary partnership action on the part of the Club.

(c) Enforceability. This Agreement has been duly executed and delivered by the Club and constitutes a legal, valid and binding obligation of the Club, enforceable against the Club in accordance with its terms.

(d) No Conflicts. Neither the execution and delivery of this Agreement, nor performance of the Club's obligations hereunder, will contravene any provision of the Club's limited partnership agreement or any provision of any material agreement or instrument to which the Club is a party.

(e) **Litigation.** There are no actions, suits, claims, governmental investigations or other court, administrative or arbitration proceedings pending or, to the Club's knowledge, threatened against the Club that could affect the Club's rights and obligations under this Agreement or the ability of the Club to perform its obligations hereunder or that question the validity or enforceability of this Agreement.

4.2 **The County.** The County represents and warrants to the Club that as of the date hereof and throughout the Term:

(a) **Organization, Power and Authority.** The County is a political subdivision of the State of Florida and has all requisite power and authority to own or lease the Facilities, to enter into this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution and delivery of this Agreement, and the performance by the County of its obligations hereunder, have been duly authorized by all necessary action on the part of the County.

(c) **Enforceability.** This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(d) **No Conflicts.** Neither the execution and delivery of this Agreement, nor performance of the County's obligations hereunder, will contravene any provision of any material agreement or instrument to which the County is a party

and will not violate any law, statute, ordinance, rule, regulation, decree or order which is binding upon the County or the Facilities.

(e) The Facilities.

(i) The County will have, on or before the Project Completion Date, good and marketable absolute fee title to the Facilities, free and clear of any liens, encumbrances, mortgages, pledges, security interests, easements, restrictions, rights of way and charges of any kind (collectively, "Liens").

(ii) ~~On the Project Completion Date,~~ there will be no material defects in the structures that comprise the Facilities, including the plumbing, electrical systems, and the heating, ventilation and air conditioning systems, and the Facilities will comply with all applicable zoning, subdivision, land use, building, occupational health and safety, environmental and pollution control laws, statutes, codes, ordinances and regulations.

(iii) The Stadium will have direct access to public roads and will be served by utilities in such quantity and quality as will be sufficient to satisfy the activities contemplated hereunder.

(f) Litigation. There are no actions, suits, claims, governmental investigations or other court, administrative or arbitration proceedings pending or, to the

County's knowledge, threatened against the County that could affect the County's rights and obligations under this Agreement or the ability of the County to perform its obligations hereunder or that question the validity or enforceability of this Agreement.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any one or more of the following conditions or events (whatever the reason for such condition or event and whether voluntary, involuntary or effected by operation of law) shall constitute an Event of Default under this Agreement:

(a) Any representation or warranty of either party in this Agreement shall prove to have been untrue, inaccurate, incomplete or misleading in any material respect when made or at any time during the term of this Agreement.

(b) Either party shall fail or neglect to perform or observe any covenant or condition required to be kept, performed or observed by it, and such failure shall continue for a period of 30 days after written notice to such party by the other party. The County shall not be entitled to a cure period of 30 days as provided by the foregoing sentence if its failure to perform has resulted in a condition that requires immediate attention due to the impact on the Club's ability to use the Facilities for their intended purposes. The provision in the third sentence of section 2.1 shall not excuse

or constitute a waiver of any failure by the County to perform or observe any covenant or condition in this Agreement; such failure shall constitute an Event of Default giving rise to rights and remedies in favor of the Club notwithstanding such provision in section 2.1, including the right to terminate this Agreement and to seek damages.

5.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the nondefaulting party, at its sole option, may (i) seek damages and/or (ii) declare this Agreement to be terminated by providing 10 days' notice of such termination to the other party, and such nondefaulting party shall have no further obligations with respect thereto following such termination. If the Club fails to take possession of the Facilities on the ~~Project Completion Date~~ or deserts or vacates the Facilities in violation of this Agreement or if the County terminates this Agreement as a result of an uncured default on the part of the Club, then the County shall have the right to reenter or repossess the Facilities, without being liable for any prosecution therefor. The County shall take all reasonable actions to mitigate any loss or damage caused by such default on the part of the Club.

(b) If the Club shall fail to utilize the Stadium as its home field for its spring training exhibition games in breach of its obligations under section 3.1, and such failure is not cured as provided herein and as a result the County terminates this Agreement, the Club shall be liable to

reimburse the County for all regularly scheduled payments of principal and interest due on the Bonds during the period commencing with the date of termination of this Agreement and ending on the date the County reaches an agreement for use of the Stadium with (i) another professional sports organization or (ii) any other person pursuant to an arrangement in which the benefit to the County is substantially the same as provided under this Agreement.

(c) No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an Event of Default shall affect any such right or remedy, be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuance of any Event of Default. No waiver of a single Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

(d) The remedies set forth herein shall not be exclusive and shall be in addition to other rights and remedies which the parties may have as specified herein or otherwise.

5.3 Indemnification. To the extent permitted by law, each party hereto agrees to defend, indemnify and hold the other party harmless from and against all indemnifiable damages of such party. For purposes of this section 5.3, the term "indemnifiable damages" means all expenses, losses, costs, deficiencies, liabilities and damages (including related attorneys' and paralegals' fees, court costs and costs for

appeals) incurred or suffered by a party hereto by reason of or as a result of (a) any breach of a representation or warranty of the other party in this Agreement, (b) any default in the performance of any of the covenants or agreements of the other party in this Agreement, (c) any negligent or willful act or omission of the other party or any of its agents, employees or representatives or (d) any spill, release, discharge or improper handling or disposal of any hazardous or toxic substance by the other party or any of its agents, employees or representatives on, under or near the Land. The obligations of the parties under this section 5.3 shall survive termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Right of First Refusal; Purchase Option.

(a) Right of First Refusal. . The County hereby grants the Club the right of first refusal should the County desire to sell the Facilities, or any part thereof, from and after the date hereof until the date this Agreement terminates. Upon receipt of an offer from a third party to purchase all or a portion of the Facilities (an "Offer"), the County shall give the Club written notice of the Offer (a "Transfer Notice"), which notice shall state in reasonable detail all material terms of the proposed sale, the identity of the offeror, the purchase price proposed, and shall also contain an offer to sell the Facilities (or relevant part

thereof) to the Club at the price and on the terms contained in the Offer. After its receipt of the Transfer Notice, the Club shall have the right and option to purchase the Facilities (or relevant part thereof) at the price and on the terms of the Offer set forth in the Transfer Notice, which right and option may be exercised by written notice to the County within 30 days of receipt of the Transfer Notice. The closing of the purchase and sale of the Facilities shall be held on such date and at such time as the County and the Club may agree. If the Club does not exercise its right and option to purchase the Facilities subsequent to receipt of a Transfer Notice and the offeror who was identified in such Transfer Notice fails to purchase the Facilities (or relevant part thereof) within 50 days of delivery of the Transfer Notice, then any subsequent sale of the Facilities will be subject to the provisions of this subsection 6.1(a) upon transfer.

(b) Purchase Option. Provided that the Club is not then in default under this Agreement, the Club may deliver to the County a written notice of the Club's election (which election shall be irrevocable except as provided below) to purchase the Facilities at a to be agreed upon price as of the end of the Term (plus all sales or other transfer taxes or other similar charges on or measured by such price except for capital gains or other similar taxes). The purchase price with respect to the Facilities shall be an amount mutually agreed upon by the County and the Club following the notice referred to above; provided, however, that if the County and the Club

are unable to agree upon the fair market sales value of the Facilities within 60 days of such notice of the Club's election to exercise the purchase option, then the Club shall have the option of withdrawing its election to purchase the Facilities at any time prior to the 90th day prior to the end of the Term. Payment of the purchase price shall be made against delivery of a deed and bill of sale transferring and assigning to the Club "as-is" all right, title and interest of the County in and to the Facilities thus being purchased. The County shall not be required to make any representation or warranty as to the condition of the Facilities, its title thereto or any other matters (except for a special warranty of title and the absence of Liens).

6.2 Time. Time is of the essence with respect to all of the parties' obligations hereunder.

6.3 Further Assurance.

(a) From time to time, upon the reasonable request of either party hereto, the other party shall execute and deliver all such additional documents, deeds, assignments, conveyances and assurances as may be required or otherwise appropriate to carry out the terms of this Agreement. Without limiting the generality of the foregoing, the parties agree that, upon the request of either party, the parties shall execute a memorandum in recordable form describing the parties, the premises, the commencement and expiration dates of this Agreement and containing any other information required by applicable law to be included therein.

(b) The County agrees to execute and to deliver, as and when the Club requests, any one or more waiver forms evidencing that the County will have no Lien on any of the personal property or fixtures at the Facilities owned by the Club or any equipment lessor of the Club and that the lien of any lender or equipment lessor of the Club would be superior to any interest of the County in such property.

6.4 Dormitory. During the Term the Club agrees not to construct a Dormitory within a 30 mile radius of the stadium.

6.5 Review and Consultation. The County and the Club shall cause their representatives to meet and confer on a regular basis to discuss the use, operations, management and maintenance of the Facilities and possible Capital Improvements thereto and to resolve any problems relative thereto.

6.6 Taxes. The Club shall collect all amusement, admission, sales and use assessments, surcharges and other taxes required to be collected in connection with Events, shall prepare and file with the appropriate taxing authorities all such returns or reports as may be required by law with respect to such taxes or any other taxes imposed on or measured by the gross receipts of the Club from such Events or uses and shall duly and punctually remit or pay such taxes to the appropriate taxing authorities. The Club shall not be responsible for any tax or assessment levied on or in respect of the Facilities, any interest therein or any other property of the County; provided, however, the Club shall be responsible for payment of

special assessments relating to the use or operations of the Facilities (e.g., garbage collection). If the Club shall be required to pay any such tax or assessment (other than the special assessments), the County shall promptly reimburse the Club for such amounts. In no event shall the County impose any assessment, surcharge or tax on Events of the Club.

6.7 Force Majeure. The parties agree that the completion of the Facilities is of utmost importance and that the failure to complete the Facilities is of such burden to the Club's operation that there will be no provision of extra time for the County to complete the Facilities; provided, however, if there is a delay in construction caused by the unreasonable actions of the Club or by an unanticipated natural disaster (e.g., hurricane), then the Project Completion Date shall be extended by a period of no more than 12 months; provided, further, that if the Club is unable to use the Stadium for its 1994 season spring training exhibition games and, as a result, the Project Completion Date is extended pursuant to this section, the County and the Club shall use their best efforts to locate suitable alternative facilities for such spring training season and to share any increased expenses incurred by the Club in connection therewith in an equitable manner.

6.8 Recordation. The Club shall have the right to record this Agreement or a memorandum or notice as it deems appropriate. The County agrees to execute all documents and instruments necessary or desirable for such purposes as determined by the Club.

6.9 Eminent Domain. In the event of any taking or condemnation in the exercise of the power of eminent domain of all or a material portion of the Facilities, the Club shall have the option to terminate this Agreement and shall be entitled to its proportionate share of any award or compensation in respect of such taking or condemnation. The Club shall be entitled to assert claims which it might have against the condemning authority for relocation expenses, the value of fixtures and improvements affixed or made by the Club to the Facilities and any other payments lawfully due the Club.

6.10 Right to Use Agents and Others. The Club shall have the right to license or otherwise contract with others (a) to exercise its rights hereunder to charge admission, sell concessions, charge for parking, sell broadcast rights and sell advertisements, including all rights incident thereto and (b) to perform its obligations hereunder with respect to the operation, management and maintenance of the Facilities.

6.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.12 Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public body, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated hereby is not affected in any

manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

6.13 Amendment, Modification and Waiver. The parties hereto may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing. No waiver of any rights hereunder shall be binding upon the party waiving such rights unless such waiver is in writing and is signed by such party.

6.14 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party (except as expressly provided herein), and neither party shall encumber or otherwise permit or cause a Lien to exist with respect to such party's interest herein or in the Facilities without the prior written consent of the other party hereto. Notwithstanding the foregoing, the Club may assign to any purchaser of the Franchise this Agreement and all of the Club's obligations hereunder and that may exist in connection herewith from time to time, without the consent of the County,

provided the purchaser of the Franchise agrees in writing to assume all of the Club's obligations hereunder. Following any such assignment the Club shall be relieved of any further liability or obligations hereunder.

6.15 Integration. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior written and oral understandings and agreements.

6.16 No Third-Party Beneficiaries. This Agreement shall inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns, and nothing herein expressed or implied shall be construed to give any other person any legal or equitable rights hereunder.

6.17 Notices. All notices, consents, requests, demands or other communications or information to be given or made hereunder by a party to the other party hereto shall be in writing and shall be sent by telecopier or delivered personally, by express courier service or by United States mail, in all cases with postage or other charges prepaid, as follows: (a) If to the County, to Brevard County, 2725 St. John's Street, Melbourne, Florida 32940, Attention: Robert D. Guthrie; and (b) ~~IF to the Club, to Florida Marlins Baseball, Ltd., 100 Northeast Third Avenue, Third Floor, Fort Lauderdale, Florida 33301, Attention: Richard L. Andersen.~~ Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this section for the giving of notice. Notices

shall be deemed given when received by the addressee. Notwithstanding the foregoing, any notice of an Event of Default shall be provided to the party who purportedly is in default by registered or certified United States mail, return receipt requested, by express courier service with receipt acknowledged or in person.

6.18 No Joint Venture or Agency. The relationship of the County and the Club shall not be construed to create a joint venture or partnership or to constitute either party as the agent of the other.

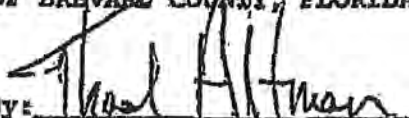
[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representative as of the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


R. C. Winstead, Jr., Clerk

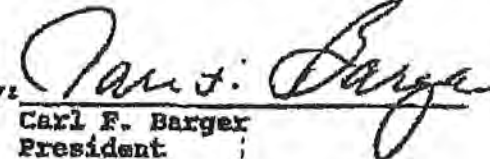
By: 
Thad Altman, Chairman

By: 
Sue Schmitt-Kirwan
Commissioner

WITNESS/ATTEST:

FLORIDA MARLINS BASEBALL, LTD.



By: 
Carl F. Barger
President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this ___ day of June 1992, by Thad Altman, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this ___ day of June 1992, by Carl F. Barger, President of Florida Marlins, Inc., general partner of Florida Marlins Baseball, Ltd., a Florida limited partnership. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

DESCRIPTION BY SURVEYOR
PARCEL 3

PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST,
DEKALB COUNTY, FLORIDA, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST,
DEKALB COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE N 00° 48' 40" W,
FOLLOWING THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE
S 89° 11' 20" W, FOR A DISTANCE OF 290.15 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE S 89° 11' 20" W, FOR A DISTANCE OF 319.96 FEET; THENCE N 00° 48' 40" W,
FOR A DISTANCE OF 536.69 FEET; THENCE N 16° 08' 50" W, FOR A DISTANCE OF
183 FEET; THENCE S 73° 51' 10" W, FOR A DISTANCE OF 370.66 FEET, TO A
POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET,
SAID POINT BEARS N 63° 23' 43" E, FROM THE CENTER OF SAID CURVE; THENCE
WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
12° 23", FOR AN ARC DISTANCE OF 183.98 FEET, TO A POINT OF TANGENCY;
THENCE N 35° 48' 40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00° 05' 55" E,
FOR A DISTANCE OF 686.41 FEET; THENCE N 66° 39' 40" E, FOR A DISTANCE OF
28.82 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH,
HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 38° 38' 59", FOR AN ARC DISTANCE OF 67.46 FEET,
TO A POINT OF TANGENCY; THENCE S 74° 41' 21" E, ALONG A NON-RADIAL LINE, FOR A
DISTANCE OF 134.30 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED
WALKER BOULEVARD EXTENSION (150' R/W), AND A POINT ON A CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 1165.00 FEET SAID POINT BEARS N 76° 38' 24" W
FROM THE CENTER OF SAID CURVE; THENCE SOUTHERLY ALONG THE SAID WESTERLY
RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
12° 20' 49", FOR AN ARC DISTANCE OF 515.38 FEET; THENCE S 77° 59' 47" W, ALONG
A RADIAL LINE, FOR A DISTANCE OF 492.21 FEET; THENCE S 16° 08' 50" E, FOR A
DISTANCE OF 551.55 FEET; THENCE N 66° 41' 20" E, FOR A DISTANCE OF 286.66 FEET;
THENCE S 23° 18' 40" E, PARALLEL WITH THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR
A DISTANCE OF 323.39 FEET; THENCE N 66° 41' 20" E, ALONG A RADIAL LINE, FOR A
DISTANCE OF 232.16 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND
A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF
1145.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
ANGLE OF 21° 22' 09", FOR AN ARC DISTANCE OF 606.06 FEET; THENCE S 68° 30' 17" W,
FOLLOWING A NON-RADIAL LINE, FOR A DISTANCE OF 373.93 FEET; THENCE S 00° 48' 40" E,
FOR A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 32.378 ACRES MORE OR LESS.

(NOT INCLUDED)

33

INTERSTATE 95

FISK BOULEVARD
PROPOSED 150.00' WIDE RIGHT OF WAY
(NOT INCLUDED)

RADIUS - 4000'
DELTA - 35.3677°
ARC - 0.48'

RADIUS - 4000'
DELTA - 35.3677°
ARC - 0.48'

N 65°40'00" E
100.00'

N 60°00'00" E
25.00'

RADIUS - 42500'
DELTA - 57.2207°
ARC - 0.6018'

S 60°40'00" E
100.00'

RADIUS - 4000'
DELTA - 35.3677°
ARC - 0.48'



SCHOOL BOARD SITE

ST. JOHN'S BRIDGE

BREVARD COUNTY GOVERNMENT CENTER

150.00' RIGHT-OF-WAY
30' GAS LINE EASEMENT
O.R.# 999, PCS # 871-874

DESIGN/BUILD COST SCHEDULE - DRAWDOWN**PRELIMINARY
MARLINS STADIUM, DESIGN/BUILD**

The Design/Build method will be the most secure method of delivery to meet the deadline of January 1994. The following construction schedule and drawdown is readily achievable:

- | | | |
|----|------------|--|
| 1 | June 92 | Approval by BCC to request proposals for design criteria and technical specifications, contract administration |
| 2 | July | Approval of Design/Build criteria A/E |
| 3 | August | Develop Design & Design Criteria |
| 4 | September | Design Criteria Advertise-out on the street |
| 5 | October | Receive, evaluate and approve design/build teams |
| 6 | November | Final design, permits, contract documents |
| 7 | December | Final approval design/build documents |
| 8 | January 93 | Start excavation, finish design doc's receive permits |
| 9 | February | Rough earthwork, excavation, fill diamonds, utilities |
| 10 | March | Underdrains, complete excavation, start foundations of stadium and locker area |
| 11 | April | Stadium foundation, irrigation, complete utilities, start stadium structure |
| 12 | May | Complete irrigation, reshape diamonds, complete structure, complete locker framing, irrigation and grading |

- 13 June Roof and stadium seating, lockers, training facility completion, site final shaping, start lighting
- 14 July Complete stadium around field, finish locker building, parking, start landscape, ready for sod
- 15 August Sod, complete stadium and locker areas, complete interior finishes of all areas
- 16 September Complete stadium, lighting, finishes, fields, fences, start sod grow-in
- 17 October All site work finished, buildings completed, parking complete and test of all systems
- 18 November Completion, balance, testing of all systems, structures, utilities, irrigation, seating, slopes etc.
- 19 December Completion of punch lists, all contracts finalized, final bills checked and retention released, project closed and turned over to Marlins (available time for any slippage)
- 20 January PLAY

The project shall include, but is not limited to, furnishing of all labor, materials, equipment, services and incidentals necessary to construct a 7500 seat baseball stadium with accompanying support facilities and practice field. The stadium shall be designed and constructed as a traditional urban multi-use baseball park reflecting the environment and making the stadium a place for all citizens to enjoy whether for baseball, concerts, etc.

The facility shall include stadium lighting suitable for television broadcasts, concerts, etc, seats with backs, possible sky boxes, premium seats, completely accessible, home clubhouse with lockers, training area, offices, laundry, storage and lounges. Umpires dressing area, conferences rooms, concessions, restrooms, communications system suitable for multi-use activities of the stadium, roof over stadium, electric scoreboard, irrigation system, underfield drainage, 500 car paved parking and 1200 car unpaved with paved driving lanes and any other facilities which are normally included in or are incidental to a baseball stadium facility.

DESIGN/BUILD COST SCHEDULE - DRAWDOWN

PRELIMINARY MARLINS STADIUM, DESIGN/BUILD

The Design/Build method will be the most secure method of delivery to meet the deadline of January 1994. The following construction schedule and drawdown is readily achievable:

1	June 92	Approval by BCC to request proposals for design criteria and technical specifications, contract administration	
2	July	Approval of Design/Build criteria A/E	
3	August	Develop Design & Design Criteria	
4	September	Design Criteria Advertise-out on the street	\$ 100,000
5	October	Receive, evaluate and approve design /build teams	100,000
6	November	Final design, permits, contract documents	100,000
7	December	Final approval design/build documents	100,000
8	January 93	Start excavation, finish design doc's receive permits	200,000
9	February	Rough earthwork, excavation, fill diamonds, utilities	300,000
10	March	Underdrains, complete excavation, start foundations of stadium and locker area	400,000
11	April	Stadium foundation, irrigation, complete utilities, start stadium structure	450,000
12	May	Complete irrigation, reshape diamonds, complete structure, complete locker framing, irrigation and grading	500,000

13	June	Roof and stadium seating, lockers, training facility completion, site final shaping, start lighting -	600,000
14	July	Complete stadium around field, finish locker building, parking, start landscape, ready for sod	700,000
15	August	Sod, complete stadium and locker areas, complete interior finishes of all areas	600,000
16	September	Complete stadium, lighting, finishes, fields, fences, start sod grow-in	700,000
17	October	All site work finished, buildings completed, parking complete and test of all systems	600,000
18	November	Completion, balance, testing of all systems, structures, utilities, irrigation, seating, slopes etc.	500,000
19	December	Completion of punch lists, all contracts finalized, final bills checked and retention released, project closed and turned over to Marlins (available time for any slippage)	300,000 200,000
20	January	PLAY	
			\$ 6,650,000

The project shall include, but is not limited to, furnishing of all labor, materials, equipment, services and incidentals necessary to construct a 7500 seat baseball stadium with accompanying support facilities and practice field. The stadium shall be designed and constructed as a traditional urban multi-use baseball park reflecting the environment and making the stadium a place for all citizens to enjoy whether for baseball, concerts, etc.

The facility shall include stadium lighting suitable for television broadcasts, concerts, etc, seats with backs, possible sky boxes, premium seats, completely accessible, home clubhouse with lockers, training area, offices, laundry, storage and lounges. Umpires dressing area, conferences rooms, concessions, restrooms, communications system suitable for multi-use activities of the stadium, roof over stadium, electric scoreboard, irrigation system, underfield drainage, 500 car paved parking and 1200 car unpaved with paved driving lanes and any other facilities which are normally included in or, are incidental to a baseball stadium facility.

FLORIDA MARLINS SPRING TRAINING FACILITY

Baseball Facility Equipment List

I. <u>Home Clubhouse</u>	Facility Const. <u>Contract</u>	Ball Club <u>Responsibility</u>
A. <u>Trainer's Room</u>		
(1) Training Table - 6		X
(2) Sink (Hot & Cold Water)	X	
(3) Whirlpool Areas (Tiled with room for 3)	X	
(4) Cabinets lining entire room	X	
(5) Significant amount of electric outlets	X	
(6) Telephones line	X	
(7) Clock	X	
(8) Ice Maker (1000 lb).		X
(9) Whirlpools - 3		X
B. <u>Doctor's Office</u>		
(Small Office - part of Trainer's Room)		
(1) Telephone Line	X	
(2) Cabinets	X	
(3) Desk		X
(4) Training Table - 1		X
C. <u>Clubhouse Manager</u>		
(1) Desk		X
(2) Telephone Line	X	
(3) Television		X
(4) Cots - 2		X

Facility Const. Ball Club
Contract Responsibility

D. Major League clubhouse

- | | | |
|------------------------------------|---|---|
| (1) Lockers & Seating - 50 | X | |
| (2) Showers - 20 | X | |
| (3) Urinals - 6 | X | |
| (4) Sinks - 10 | X | |
| (5) Toilets - 3 | X | |
| (6) Commercial Washer - 3 | | X |
| Residential Washer - 1 | | X |
| (7) Commercial Dryers - 3 | | X |
| (8) Equipment Room (Shelving) | X | |
| (9) Cabinets | X | |
| (10) Tables (Picnic) - 4 | | X |
| (11) Carpet (Indoor/Outdoor) | X | |
| (12) Water Fountain | X | |
| (13) Refrigerator(1) | | X |
| (14) Storage Room | X | |
| (15) Meeting Area/Weight Room | X | |
| *Table | | X |
| *Chairs - 16 | | X |
| *Projection Screen | X | |
| *Chalkboard | X | |
| *Television | | X |
| (16) Lockable Valuable Storage (2) | | X |

E. Manager's Office

- | | | |
|-----------------------|---|---|
| (1) Desk | | X |
| (2) Office Chairs - 3 | | X |
| (3) Shower - 2 | X | |

Facility Constr. Ball Club
Contract Responsibility

(5) Toilets - 2	X	
(6) Sinks - 4	X	
(7) Tables (Picnic) - 2		X
(8) Clock	X	
III. <u>Umpires' Dressing Room</u>		
(1) Lockers - 4	X	
(2) Showers - 2	X	
IV. <u>Major League Field Training Aids</u>		
(1) Turtle Batting Cage	X	
(2) Pitching Protector		X
(3) First Base Screen		X
(4) Double Play Screen		X
(5) Outfield Screen (collect balls)	X	
(6) Electronic Scoreboard	X	
(7) Pitching Rubbers - 5	X	
(8) Home Plates - 5	X	
(9) Full Infield Tarp	X	

-
- (1) Per program Commercial Refrigerator with sliding glass door
 - (2) Per program

EXHIBIT B
GROUND LEASE

TWENTY-FIVE YEAR GROUND LEASE

THIS LEASE is made and entered into by and between MARLINS-VIERA, a Joint Venture governed by the partnership laws of the State of Florida, referred to at times as "Lessor" or "Joint Venture," and FLORIDA MARLINS OF BREVARD, LTD., a Florida limited partnership, referred to at times as "Brevard Marlins" or "Lessee".

R E C I T A L E

WHEREAS, pursuant to that certain Agreement to Donate Land dated June 12, 1992 (the "Donation Agreement") by and between The Viera Company, a Florida corporation, (TVC) and Florida Marlins Baseball, Ltd., a Florida limited partnership ("Florida Marlins"), TVC agreed to donate to the Florida Marlins certain unimproved real property (hereinafter referred to as the "Land") located in Brevard County, Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, pursuant to the Donation Agreement, the Land was conveyed by TVC to the Florida Marlins by that certain Corrective Special Warranty Deed dated as of July 28, 1992, and recorded in Official Records Book 3218 at Page 1783 of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to the Corrective Special Warranty Deed, title to the Land was conveyed to the Florida Marlins subject to a right of reverter and right of reentry reserved by TVC in the event the Land was not developed or ceased to be used as a spring training practice facility for professional baseball teams;

WHEREAS, the Florida Marlins, through Brevard Marlins, thereafter expended approximately \$3,500,000.00 for the construction of playing fields, dug outs, team locker rooms and other improvements desirable for the development and use of the Land as a spring training facility;

WHEREAS, Viera Development Corporation, a Florida corporation ("VDC") and Brevard Marlins intend concurrently herewith to form a joint venture with respect to the Land (excluding the improvements constructed thereon which are to be conveyed by separate instrument to and owned directly by the Brevard Marlins) and have entered into that certain joint venture agreement entitled "Joint Venture Agreement of Marlins-Viera, a Joint Venture" dated of even date herewith (the "Joint Venture Agreement"), pursuant to which the Florida Marlins, on behalf of Brevard Marlins, will convey its right, title and interest in the Land to the Joint Venture and TVC, on behalf of Viera Development Corporation, will release its right of reverter, right of reentry and certain other restrictive covenants imposed by the aforesaid Corrective Special Warranty Deed;

WHEREAS, in consideration of the conveyance of the Land to the Joint Venture, Brevard Marlins is granted, pursuant to Article 12 of the Joint Venture Agreement, the exclusive right to use, enjoy, and possess the Land and all improvements, equipment and fixtures now or hereafter located thereon, and to manage, own and retain, as its sole and exclusive property, all income, profits and rents derived therefrom, all without payment of rent or accounting to the Joint Venture (excepting only as to payment of taxes, insurance and other expenses hereinafter required to be paid by Brevard Marlins), for a term of 25 years from the date of the Joint Venture Agreement;

WHEREAS, in furtherance of the Joint Venture Agreement, VDC and the Brevard Marlins are desirous of entering into this agreement for the purpose of determining the respective rights and obligations of the Joint Venture and the Brevard Marlins concerning repair, maintenance and insurance obligations, rights upon condemnation or casualty, environmental responsibilities and so forth with respect to the Land and all improvements, equipment and fixtures now or hereafter located thereon during the twenty-five year period the Brevard Marlins are granted exclusive possession thereof;

Lessee shall increase the foregoing coverage from time to time during the Lease Term of this Lease as prudent business circumstances require. Lessor and Lessee acknowledge that the foregoing dollar amounts were reasonable based upon 1993 dollars.

3.3 Lessee to Pay Utility Charges. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the Leased Land throughout the term of this Lease, including any connection fees.

ARTICLE 4. USE OF PREMISES

4.1 Use. Lessee shall have the right to use the Leased Land for any lawful purpose. Without limiting the foregoing, it is understood that the primary purpose for which the Leased Land has been leased is for the development, construction and operation of spring training practice facilities for professional baseball teams and uses related thereto. Any use of the property other than as baseball practice facilities and uses related thereto must be with the consent of Lessor, which consent shall not be unreasonably withheld. It is also understood that Lessee will be in compliance with all zoning and any and all municipal or governmental ordinances applicable to its use of the Leased Land.

4.2 Signs. Lessee shall have the right to erect and maintain upon the Leased Land all signs that it deems appropriate to the conduct of its business, subject to and in accordance with all laws, rules, regulations, ordinances and requirements imposed by governmental authorities having jurisdiction thereof and any covenants and restrictions of record as described on Exhibit "B" attached hereto.

ARTICLE 5. CONSTRUCTION BY LESSEE

5.1 Lessee's Right to Build -- General Conditions. Lessee shall have the right, at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Land, and to change the contour of the Leased Land, subject to the following conditions:

(a) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

(b) The Leased Land shall at all times be kept free of construction liens as hereinafter more specifically provided.

(c) Lessor shall receive copies of architects' drawings showing the exterior appearance and dimensions of major improvements.

(d) Any changes to the contour of the land shall not have an adverse impact on the surface water management or drainage of adjacent properties.

5.2 Joinder of Lessor.

(a) **Easements and Dedications:** In order to provide for more orderly development of the Leased Land, it may be necessary, desirable, or required that street, sewer, drainage, gas, power line, and other easements and similar rights be granted or dedicated over or within portions of the Leased Land. As one of the considerations to Lessee for the execution of this lease, Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting such easements and dedications.

WHEREAS, the Brevard Marlins are also desirous of obtaining a loan in the original principal amount of \$3,500,000.00 to be secured by its exclusive right to the use and possession of the Land and its title to and interest in the improvements, equipment and fixtures now or hereafter located thereon as set forth hereinafter;

WHEREAS, VDC is not willing to consent to a pledge or mortgage of the interest of the Joint Venture in the Land as collateral for the financing to be obtained by the Brevard Marlins;

WHEREAS, in order to facilitate such financing by the Brevard Marlins without subjecting the interest of the Joint Venture in the Land to foreclosure or loss as a result thereof, VDC and Brevard Marlins have agreed to cause the Joint Venture to enter into this lease, whereby the Brevard Marlins may thereafter freely mortgage and assign its leasehold interest as collateral for the proposed \$3,500,000.00 loan or any other loan the Brevard Marlins may from time to time thereafter obtain during the term of this lease.

NOW, THEREFORE, for good and valuable consideration received, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree that the recitals set forth above are true and correct and are hereby incorporated herein as material provisions hereof, and do further agree as follows:

ARTICLE 1. DESCRIPTION OF LEASED LAND

1.1 Leased Land. Lessor for and in consideration of the covenants and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does hereby accept from Lessor, the Land, hereinafter referred to collectively as the "Leased Land" described in Exhibit "A" which is attached hereto and made a part hereof.

1.2 Lessor's Warranty of Title. Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Leased Land, subject only to the matters of record listed on Exhibit "B" which is attached hereto and made a part hereof.

1.3 Lessor's Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee, on observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor.

ARTICLE 2. LEASE TERM

2.1 Fixed Commencement and Expiration Dates. This Lease shall be for a term of twenty-five (25) years, referred to as the "Lease Term" commencing on ~~December 31, 1993~~, and expiring at 11:59 p.m. on ~~December 31, 2018~~, hereof, unless sooner terminated by Lessee upon thirty (30) days advance written notice to Lessor. Any such notice of termination by Lessee shall not be effective unless accompanied by the written consent of any leasehold mortgagee, if applicable.

2.2 Holdover. If Lessee shall hold over after the expiration of the Lease Term, or any extension, such tenancy shall be from month to month on all the terms, covenants, and conditions of this lease.

ARTICLE 3. TAXES, INSURANCE AND UTILITIES

3.1 Taxes.

(a) Lessee hereby agrees to pay or caused to be paid (except as set forth in subsection (d) hereinafter) on or before the date when due and before any fine, penalty, interest or cost may be added thereto for the nonpayment

thereof, all taxes, assessments, water, sewer rents, electric and other utility rates and charges, levies, license and permit fees and other utility or governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind, nature or description whatsoever, which at any time during the Lease Term of this Lease may be assessed, levied, confirmed, imposed on, or become due and payable out of or in respect of, or become a lien on, the Leased Premises, or any part or portion thereof, or any appurtenances thereto, and which are attributable to any period during the Lease Term of this Lease (all such taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other utility or other governmental charges being herein referred to as "impositions," and any of the same being hereinafter referred to collectively as "impositions" and singularly as an "imposition."

Lessee shall furnish evidence of such payment to Lessor as and when reasonably required by Lessor from time to time during the Lease Term of this Lease. The payment by Lessee of the impositions required above shall be deemed an independent covenant.

(b) Proration: For any such fraction of a tax year at the end of the Lease Term, or any extension thereof, Lessor agrees to reimburse Lessee for Lessor's portion of such taxes within thirty (30) days after presentation to Lessor of receipted copies of the tax bills.

(c) Sales Tax: At all times during the Lease Term, Lessee shall also pay all State of Florida Sales and Use Taxes, if any, which may be determined by the State of Florida Department of Revenue to be due in connection with this lease.

(d) Excluded Taxes: Lessee shall not be required to pay any income, excess profits, franchise, estate, inheritance, succession, capital levy, or transfer tax of Lessor, and all such excluded taxes shall be payable by Lessor.

(e) Contest: Lessee shall have the right to contest the amount or validity of any such tax required to be paid by Lessee by appropriate legal proceedings. Lessor shall, upon request, join in any such proceedings if Lessee determines that it shall be necessary or convenient for Lessor to do so in order for Lessee to prosecute such proceedings properly. Any fees or other costs incurred by virtue of such contest shall be borne by the Lessee.

(f) Rebates: All rebates on account of any such taxes, rates, levies, charges, or assessments required to be paid and paid by Lessee under the provisions hereof shall belong to Lessee. Lessor will, on the request of Lessee, execute any receipts, assignments, or other acquittance that may be necessary in order to secure the recovery of any such rebates, and will pay over to Lessee any such rebates that may be received by Lessor, excepting rebates with respect to taxing periods or obligations arising subsequent to the expiration of this lease or any extended term hereof.

3.2 Insurance: Lessee shall maintain during the Lease Term comprehensive general public liability and property damage insurance against claims for personal injury, bodily injury, death or property damage occurring or in the Leased Land in which the limits of public liability shall be not less than \$1,000,000 per person and \$1,800,000 per accident and/or which the property damage liability shall be not less than \$100,000 per occurrence. Such policy shall name Lessor as an insured and shall contain a clause reciting that neither the insurer nor Lessee will cancel, terminate or change such insurance coverage without first giving Lessor thirty (30) days prior written notice. Such insurance policy shall be with an insurance company reasonably approved by Lessor and a copy of the policy or certificate thereof shall be delivered to Lessor prior to the commencement date hereof. Any renewal shall be delivered to Lessor not less than thirty (30) days prior to the expiration of the current policy.

(b) Zoning, etc.: In the event that Lessee deems it necessary or appropriate to obtain use, zoning, subdivision or site plan approval or permits for the Leased Land, or any part thereof, Lessor agrees, from time to time upon request of Lessee, to execute such documents, petitions, applications, and authorizations as may be appropriate or required for the purpose of obtaining such conditional use permits, zoning and rezoning, tentative and final plat or site plan approvals.

(c) Expenses: In each of the foregoing instances, Lessor shall be without expense therefor, the cost and expense thereof to be borne solely by Lessee.

5.3 Lessee's Ownership of Improvements and Fixtures.

(a) It is expressly understood and agreed that any buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the Leased Land shall be and remain the exclusive property of Lessee.

(b) Lessee shall have the right at any time during the Lease term of this Lease, or within a reasonable time thereafter, not to exceed a period of six (6) months following the expiration of the Lease term or the earlier termination of the Lease, to remove the improvements placed upon the Leased Premises, but Lessee shall not be obligated to do so. In that event Lessee shall provide Lessor with written notice thereof, which written notice shall be accompanied by (i) evidence of insurance which Lessee intends to obtain insuring against any loss or damage which Lessee or Lessor shall suffer as a result of such removal, which insurance shall be reasonably acceptable to Lessor, (ii) the details and methodology of such proposed removal, including the contractor to perform such work, the time period or periods within which such removal shall be effected and any other information reasonably requested by Lessor concerning such removal and (iii) Lessee's plan for restoration of the Leased Premises following such removal. Notwithstanding anything contained herein to the contrary, Lessee shall be required to restore the Leased Premises to substantially the same condition existing prior to the construction and installation of any improvements being removed to the reasonable satisfaction of Lessor, which restoration shall be accomplished within six (6) months following the expiration of the Lease term of the Lease or the earlier termination thereof. Any improvements not removed by Lessee within such six month period shall be deemed abandoned and Lessee hereby agrees to execute and deliver any documents requested by Lessor, including, without limitation, deeds, bills of sale or the like necessary to evidence such abandonment. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any loss, cost, damage, expense, injury or liability of any kind, nature or description, including, without limitation, reasonable attorneys' fees and other legal expenses, whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, incurred by Lessor as a result of, or relating to, the removal of any such improvements, and the provisions of this subsection shall expressly survive the expiration of the Lease term of this Lease and/or the earlier termination of the Lease.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE

6.1 LESSEE'S RIGHT TO ENCUMBER WITHOUT LESSOR'S CONSENT. Lessee may, at any time or from time to time during the term of this Lease, encumber by mortgage or other security instrument, by way of assignment, or otherwise, Lessee's interest under this lease and the leasehold estate hereby created for any purpose, without the consent of Lessor, provided, however, that any such security agreement or mortgage shall expressly acknowledge that the lien or security interest created thereby does not encumber the Lessor's fee simple interest in the Leased Premises. Lessee agrees to give notice of any such encumbrances to the Lessor.

ARTICLE 7. REPAIRS

7.1 Lessee's Duty to Repair- Lessee, at Lessee's own cost and expense at all times during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Leased Land in a good state of appearance and repair, reasonable wear and tear excepted. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description to the Leased Land, including without limitation, any buildings or improvements thereon.

ARTICLE 8. CASUALTY LOSS

8.1 Fire or Other Casualty Losses- If any building or other improvement on the Leased Land, or the machinery, fixtures and equipment used in its operation or maintenance, is damaged or destroyed by fire or otherwise, Lessee may, but shall not be obligated to, restore, repair, replace, rebuild or alter all of any portion of the damaged or destroyed property as Lessee may elect in its sole discretion. Lessor shall pay over to Lessee all insurance proceeds received on account of such damage or destruction, less the cost of recovery, and any other costs of any kind, nature or description actually incurred by Lessor in connection with such casualty without imposing any condition or restriction on the use or application thereof by Lessee. Lessor shall, upon request of Lessee, execute any receipts, assignments, or other acquittances that may be necessary in order to secure the recovery by Lessee of insurance proceeds payable by reason of such fire or other casualty. Notwithstanding anything to the contrary provided hereinabove, if the improvements, equipment and fixtures located on the Leased Land are damaged or destroyed to the extent of 20% or less of the replacement cost thereof, then Lessee shall repair or restore any damaged or destroyed property within a reasonable period of time after receipt of the insurance proceeds in respect thereof.

ARTICLE 9. CONSTRUCTION LIENS

9.1 Construction Liens Prohibited. Lessee shall not suffer or permit any construction liens or other liens imposed under Chapter 713, Fla. Stat., to be filed against Lessor's interest in the Leased Land nor against Lessee's leasehold interest therein nor any buildings or improvements on the Leased Land by reason of any work, labor, services, or materials, supplied or claimed to have been supplied to Lessee or for the benefit of Lessee or the Leased Land. Any contracts entered into by Lessee for repair or construction of improvements or otherwise which may result in a claim of lien pursuant to Chapter 713, Fla. Stat. shall prohibit any such lien from being filed or asserted against Lessor's ten interest. Lessor may file or post notices of non-responsibility on the Leased Land or among the public records as provided by Florida Statutes § 713.10, as amended from time to time. Lessee warrants and represents to Lessor that all costs and expenses associated with the construction of improvements on the Leased Premises prior to the date of this lease have been paid in full.

9.2 Removal of Liens by Lessee. If any such construction liens shall be recorded, Lessee shall promptly cause the same to be removed within thirty (30) days of notice thereof. Lessee shall have the privilege of removing such liens within the time period prescribed above by posting an appropriate bond therefor.

ARTICLE 10. CONDEMNATION

10.1 Total Taking-Termination. If at any time during the term of this lease, title to the whole or materially all of the Leased Land shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking in condemnation") this lease shall terminate and expire on the date of such taking. In the event of the taking of the whole or materially all of the Leased Land during the term of this lease, the

rights of Lessor and Lessee to share in the net proceeds of any award on any such taking, shall be as follows:

(a) Lessor shall be entitled to receive, with interest thereon, that portion of the award as shall represent compensation for the value of the Leased Land, considered as vacant and unimproved land, such value being hereinafter referred to as the "land value".

(b) During the Lease Term, Lessee shall be entitled to receive with interest thereon, that portion of the award as shall represent compensation for the value of the buildings and improvements on the Leased Land, such value being hereinafter referred to as the "building value" in addition to Lessee's relocation and moving expenses and any other loss or damage caused by the condemnation.

10.2 Partial Taking-Termination. In the event of the taking or transfer of only a part of the Leased Land leaving the remainder thereof in such location, or in such form, shape, or reduced size as to be not effectively and practicably usable for the purposes of operation thereon of Lessee's business as determined by Lessee in its sole discretion, this Lease and all the right, title and interest thereunder may cease at Lessee's election on the date title to the Leased Land or the portion thereof so taken or transferred vests in the condemning authority. The rights of Lessor and Lessee to share in the net proceeds of any award on any such partial taking shall be in the same manner as provided in section 10.1(a) and (b) above.

10.3 Voluntary Conveyance. A voluntary conveyance by Lessor to a utility, agency, or authority under threat of taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

ARTICLE II. ASSIGNMENT AND SUBLEASE

11.1 Lessee's Right to Assign.

(a) This lease is fully assignable but no assignment or transfer shall be valid unless the assignee shall expressly assume and agree to perform each and every covenant of this lease which, by the terms hereof, Lessee agrees to keep and perform.

(b) Upon any such assignment, the assignor of such leasehold interest shall be automatically released, from and after the effective date of such assignment, transfer, or conveyance, of all liability related to the performance of any obligations under this lease to be performed by Lessee, and the assignee shall be liable for the performance of all of the provisions of this lease to be performed by Lessee from and after the effective date of such assignment, transfer, or conveyance.

11.2 Subleasing. Lessee shall have the right to sublease all or any portion of the Leased Land, from time to time, without Lessor's consent, provided that (i) a copy of all such subleases, together with all addenda and modifications thereto is delivered to Lessor within thirty (30) days of execution; (ii) the term of any sublease shall not extend beyond the term of this lease; and (iii) in the event of termination of this lease prior to the expiration of the Lease Term, all subleases shall likewise terminate unless at least fifteen (15) days prior to such termination, Lessor expressly notifies any subtenant otherwise in which event any such subtenant shall be required to attend to the Lessor upon the terms and conditions of its sublease.

11.3 Estoppel Certificates. Either party shall at any time and from time to time, upon not less than fifteen (15) days prior written request by the other party, acknowledge and deliver to such party a statement in writing certifying

that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modifications and that there are no defaults existing, or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the taxes and any other charges have been paid. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or any prospective purchaser of the estate of Lessor, or any lender or prospective assignee of any lender on the security of the Leased Land or the fee estate or any part thereof.

ARTICLE 12. DEFAULT

12.1 Events of Default and Available Remedies. Failure of Lessee to pay the Impositions or to maintain the insurance policies and coverages as required hereunder or to pay, when due, any other sum of money required to be paid by Lessee hereunder or failure of Lessee to perform any other term or condition of this Lease prior to the expiration of the applicable cure period therefor provided in subsection 12.2 below shall constitute an event of default entitling Lessor to terminate this lease or Lessee's right to possession of the Leased Land and to pursue any and all rights or remedies, at law or in equity, available by reason thereof.

12.2 Cure for Curing Default. No failure to perform any condition or covenant of this Lease shall entitle Lessor to terminate this lease unless (a) such failure shall have continued for fifteen (15) days after notice in writing requiring payment of any sum of money by Lessee or sixty (60) days after notice in writing requiring the performance of a non-monetary condition or covenant shall have been given to Lessee, and to any party holding a security interest in the leasehold estate of which the Lessor has received written notice, and (b) if such default is of a nature that it cannot be remedied within such time, then, unless Lessee shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that Lessee shall commence to cure the default within such time period and thereafter shall diligently continue the curing of the default.

ARTICLE 13. TERMINATION AND SURRENDER

13.1 Surrender of Possession. Unless otherwise agreed by the parties, upon termination of the Lease Term, Lessee agrees to surrender possession of the Leased Land to Lessor in the condition required under Article 7 hereof.

ARTICLE 14. INDEMNIFICATION

14.1 Indemnification of Lessor Against Liability for Environmental and Other Governmental Violations. Lessee covenants and agrees with Lessor that, throughout the term of the Lease: (a) the Leased Land shall be operated and maintained in compliance with all governmental or regulatory requirements; (b) Lessee shall maintain or procure all necessary permits, licenses, and certificates required by federal, state, and local laws throughout the Lease Term; (c) all hazardous or toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Leased Land, shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any applicable governmental agency or authority and only upon the advance, written consent to the use or storage thereof from Lessor; (d) other than as described in (c) above, the Leased Land will not be used for the purpose of storing such substances; and other than as described in (c) above, no such storage or use will otherwise be allowed on the Leased Land (whether through sublessee with tenants who might store or use hazardous substances or otherwise) which will cause, or which will increase the

likelihood of causing, the release of such hazardous or toxic substances onto the Leased Land. Lessee shall promptly notify Lessor of any receipt of any notice of violation or third party complaint. Lessee hereby agrees to indemnify and save and hold Lessor harmless of and from all claims, damages, loss, liabilities, penalties, fines, remedial action requirements, and enforcement actions, along with the costs and attorneys' fees incurred by Lessor in defending Lessee's use, generation, transportation, and disposal, release, or threatened release of hazardous substances, including without limitation, asbestos-containing materials or damage whatsoever incurred by Lessor arising out of or by reason of any violation during the Lease term of any applicable statute or regulation for the protection of the environment which occurs upon the Leased Land, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, including without limitation any lien arising pursuant to any so-called "Super Fund" or "Super Lien" legislation; provided, however, that to the extent that Lessor is strictly liable under any such statute or regulation, Lessee's obligation to Lessor under this indemnity shall likewise be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor. The provisions of this subsection 14.1 shall expressly survive the expiration or earlier termination of this lease.

14.2 Indemnification of Lessor for General Liabilities. Lessee shall indemnify Lessor against all liabilities, expenses, and losses incurred by Lessor as a result of: (a) Lessee's failure to perform any of its obligations hereunder; (b) any accident, injury or damage happening in or about the Leased Land or appurtenances, or on or under the adjoining streets, sidewalks, curbs, resulting from the condition, maintenance, or operation of the Leased Land; and (c) any construction lien filed against the Leased Land, or any materials used in the construction or alteration of any building or improvement thereof. The provisions of this subsection 14.2 shall expressly survive the expiration or earlier termination of this lease.

14.3 Mutual Release for Hazards Covered by Insurance. Lessor and Lessee (and all parties claiming under them) hereby mutually release the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies with respect to the Leased Land or any interest or property therein or thereon (regardless of whether such insurance is required to be carried under this lease, but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release does not adversely affect such policies or prejudice any right of the releasor to recover thereunder. Each party's insurance policies shall include such a provision so long as it is obtainable without extra cost, or if extra cost is charged, so long as the party for whose benefit the clause or endorsement is obtained pays such cost. Each party shall advise the other of the amount of any extra cost charged and the other party may elect whether it chooses to pay the same.

ARTICLE 15. GENERAL PROVISIONS

15.1 Conditions and covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.2 No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of

this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

15.3 Computation of Time. The time within which any act provided by this Lease is to be done, is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

15.4 Unavoidable Delay-Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of such delay.

15.5 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest, assignees, transferees, subtenants, licensees, and other successors in interest of Lessee.

15.6 Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

15.7 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15.8 Interpretation and Definitions. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Unless otherwise expressly provided in this lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this lease:

(a) Number and Gender: In this lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

(b) Mandatory and Permissive: "shall", "will" and "agree" are mandatory; "may" is permissive.

(c) Captions: Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

(d) Parties: Parties shall include the Lessor and Lessee named in this Lease.

(e) Sublessee: As used herein, the word "sublessee" shall mean and include in addition to a sublessee and subtenant, a licensee, concessionaire, or other occupant or user of any portion of the Leased Land or buildings or improvements thereon.

15.9 Attorney's Fees. In the event either Lessor or Lessee shall bring any action or proceedings for damages for an alleged breach of any provision of this Lease, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action

or proceedings reasonable attorney's fees and court costs, both at trial and appeal.

15.10 Modification. This Lease is not subject to modification except in writing signed by all parties.

15.11 Notices-Method and Time. All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery, or if by mail, at the end of the third business day following the date of mailing. All sums payable by Lessee to Lessor shall be in lawful money, delivered in person or mailed to Lessor at:

Marlins-Viera
c/o Florida Marlins of Brevard, Ltd.
100 Northeast Third Avenue
Third Floor
Fort Lauderdale, Florida 33301
Attention: Jonathan D. Mariner, Vice President

With a copy to:

Viera Development Corporation
7300 Murrell Road
Suite 201
Melbourne, Florida 32940
Attention: Perry J. Rander, Executive Vice President
R. Mason Blake, Esquire, Corporate Counsel

and, all notices, demands, or requests from Lessee to Lessor shall be given to Lessor at the same address. All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at:

Marlins-Viera
c/o Florida Marlins of Brevard, Ltd.
100 Northeast Third Avenue
Third Floor
Fort Lauderdale, Florida 33301
Attn: Jonathan D. Mariner, Vice President

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section. If more than one Lessor or Lessee is named in this Lease, service or any notice on any of the Lessors or Lessors shall be deemed service on all of the Lessors or Lessors, respectively.

15.12 Brokers' Commission. Each of the parties represents and warrants that there are no claims for brokers' commissions or finders' fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

15.13 Leasehold Mortgages Protection. Lessor agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Lessee, provided that prior to such notice Lessor has been notified, in writing (by way of Notice of Assignment of Lease or Leasehold Mortgage or otherwise), of the address of such mortgagees and/or trust deed holders. Lessor further agrees that if Lessee shall have failed to cure such default within the time provided for in this lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as

may be necessary, if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this lease shall not be terminated while such remedies are being so diligently pursued. Lessor shall not accept any surrender or enter into any modification of this lease without the leasehold mortgagee's prior consent.

IF, by reason of any default of Lessee, this lease or any extension hereof is terminated by Lessor before the stated expiration thereof, Lessor shall enter into a new lease with the leasehold mortgagee for the remainder of the term, effective as of the date of such termination, and on the terms herein contained, subject to the following conditions:

(1) The leasehold mortgagee requests such new lease from Lessor in writing within 40 days after the termination date, such request to be accompanied by a payment to Lessor of all sums then due it under this lease.

(2) The mortgagee pays Lessor, upon execution and delivery of the new lease, all sums due hereunder in addition to those which would then be due but for such termination, plus all reasonable expenses, including legal fees, incurred by Lessor by reason of such default.

(3) The mortgagee, on or before the execution and delivery of the new lease, performs all conditions that Lessee failed to perform hereunder.

(4) Lessor, upon execution and delivery of the new lease, immediately assigns and transfers to the new tenant, without recourse to Lessor, all subleases which have previously been assigned and transferred to Lessor.

If a lending institution, or its nominee or wholly owned subsidiary corporation, holds a mortgage upon this lease and subsequently acquires a leasehold estate, derived either from such mortgage or from Lessor, and desires to assign this lease or any new lease obtained from Lessor to an assignee (other than to a nominee or wholly owned subsidiary corporation as set forth above) who will undertake to perform Lessee's obligations under such lease, Lessor shall not unreasonably withhold its consent to such assignment and assumption. The lending institution, nominee, or subsidiary shall thereafter be relieved of any further liability under such lease.

15.14 Lessor's Right to Perform. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense. If Lessee fails to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed within the applicable time periods prescribed herein, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligation of Lessee, perform any such acts on Lessee's part to be made or performed or pay any payments required to be paid by Lessee. Such payments together with interest thereon at the rate of interest equal to the prime rate of Nationalbank of Florida, N.A., plus 2% shall be paid by Lessee to Lessor on demand and Lessee hereby covenants and agrees to pay any such sums, and Lessor shall have all the same rights and remedies in the event of nonpayment thereof as in the case of a default by Lessee hereunder.

15.15 Net Lease. It is the intention of the parties hereto that Lessee shall pay all expenses of any kind, nature or description associated with, resulting from, arising out of or otherwise relating to the leased land, the improvements thereon and the conduct of Lessee's business activities thereon and the provisions of this Lease shall be construed to accomplish said intentions.

ARTICLE 16. EXECUTION AND RECORDING

16.1 COUNTERPARTS. This lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

16.2 Recording. The parties shall simultaneously with the execution of this Lease execute, acknowledge and record in the public records a copy or suitable memorandum of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 10th day of December, 1993.

Signed, Sealed and Delivered
in the presence of:

LESSOR:

MARLINS-VIERA, a Joint Venture
governed by the partnership laws
of the state of Florida

A. D. Tri
PRINT NAME OF WITNESS BELOW:
ANDREW D. TRIPPLIS

BY: VIERA DEVELOPMENT CORPORATION,
a Florida corporation, a joint
venturer

Marla E. Rhodes
PRINT NAME OF WITNESS BELOW:
MARLA E. RHODES

BY: Perry J. Reader
Name: Perry J. Reader
Title: Vice President

(CORPORATE SEAL)

and

BY: FLORIDA MARLINS OF BREVARD, LTD.
a Florida limited partnership,
a joint venturer

Jonathan L. Turner
PRINT NAME OF WITNESS BELOW:
JONATHAN L. TURNER

BY: FLORIDA MARLINS OF BREVARD, INC.
a Florida ~~limited partnership~~ corporation,
its general partner

Sally Rose
PRINT NAME OF WITNESS BELOW:
SALLY ROSE

BY: Jonathan L. Turner
Name: Jonathan L. Turner
Title: VICE PRESIDENT

(CORPORATE SEAL)

(REQUIRED NOTING OF THIS PAGE)

LESSEE:

FLORIDA MARLINS OF BREVARD, LTD.
& Florida limited partnership.

By: FLORIDA MARLINS OF BREVARD, INC.
its general partner

By: [Signature]
Name: Paula D. Mariner
Title: VICE PRESIDENT

[Signature]
JONATHAN L. AWNER

[Signature]
SALLY ROSE

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF) ss:

The foregoing instrument, was acknowledged before me this 14th day of December, 1993 by Perry J. Reader, Vice President of Vicra Development Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced [Type of Identification] as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC

Print Name: MARLA E. RHODES
Commission No. Notary Public, State of Florida
My Comm. Expires Aug 25, 1997
Comm. No. CC310548

STATE OF FLORIDA)
COUNTY OF DRAWLED) ss:

The foregoing instrument was acknowledged before me this 14th day of December, 1993 by Jonathan D. Mariner, Vice President of Florida Marlins of Brevard, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced [Type of Identification] as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC

Print Name: JONATHAN L. AWNER
Commission No.:

[NOTARIAL SEAL]

[FLA. MARLINS - GENERAL] 0215
438-12417

PRINT NAME: [Name] COMM. NO. [Number]

EXHIBIT "A"
(Page 1 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 1

A PARCEL OF LAND LYING IN SECTION 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°45'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4080.00 FEET; THENCE S 29°11'20" W, FOR A DISTANCE OF 500.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTH-WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 366.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 229.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 237.98 FEET; THENCE N 00°15'05" W FOR A DISTANCE OF 1072.95 FEET; THENCE N 66°45'26" E, FOR A DISTANCE OF 726.06 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 208.83 FEET; THENCE N 68°43'28" E FOR A DISTANCE OF 359.02 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 390.31 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (1150' R/W), AND A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 725.00 FEET, SAID POINT BEARS S 27°47'47" E, FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'40" FOR AN ARC DISTANCE OF 80.70 FEET, TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH CENTRAL ANGLE OF 24°03'37", FOR AN ARC DISTANCE OF 692.55 FEET; THENCE S 25°25'44" W, FOR A DISTANCE OF 103.32 FEET; THENCE S 72°55'12" W, FOR A DISTANCE OF 1011.45 FEET TO THE POINT OF BEGINNING. CONTAINING 40.187 ACRE MORE OR LESS.

EXHIBIT "A"
(Page 2 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 2

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 3, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°46'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 2050.00 FEET; THENCE N 65°11'20" E, FOR A DISTANCE OF 80.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION 1550' R/W; THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1525.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 25°18'40" W, FOR A DISTANCE OF 445.85 FEET, TO THE POINT OF BEGINNING; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.58 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 583.55 FEET; THENCE N 17°03'45" W, FOR A DISTANCE OF 510.99 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 419.64 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 155.55 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS S 67°05'08" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'35", FOR AN ARC DISTANCE OF 70.01 FEET; THENCE N 55°25'51" E, FOR A DISTANCE OF 165.09 FEET TO A POINT BEING 15.00 FEET EAST OF, AS MEASURED RADICALLY, THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, SAID POINT BEARS S 93°25'51" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'11", FOR AN ARC DISTANCE OF 352.19 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE S 23°15'40" E, FOR A DISTANCE OF 59.56 FEET; THENCE S 66°37'23" W, FOR A DISTANCE OF 165.00 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE AND TO THE POINT OF BEGINNING, CONTAINING 8.564 ACRES MORE OR LESS.

EXHIBIT "A"
(Page 3 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 5

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, SEVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4080.00 FEET; THENCE S 59°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°33'09", FOR AN ARC DISTANCE OF 552.27 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'51", FOR AN ARC DISTANCE OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 317.25 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 480.28 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.177 ACRES MORE OR LESS.

Together with:

a non-exclusive easement, as created by that certain Corrective Special Warranty Deed dated as of July 28, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida, for ingress and egress over, upon and across the land described below:

DESCRIPTION BY SURVEYOR
TEMPORARY ACCESS EASEMENT
WESTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 35 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 39 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 65°11'20" W, FOR A DISTANCE OF 500.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 693.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.83 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET; THENCE S 17°03'45" E, FOR A DISTANCE OF 70.00 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 400.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.625 ACRES MORE OR LESS.

FROM [unclear] ADJUTANT GENERAL [unclear] ARMY

a non-exclusive easement, as created by that certain Corrective Special Warranty Deed dated as of July 20, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida, and that certain Partial Assignment of Easement Rights dated July 20, 1992 and recorded July 29, 1992 in Official Records Book 3210, Page 1012, Public Records of Brevard County, Florida, for ingress and egress over, upon and across the land described below:

DESCRIPTION BY SURVEYOR
 PROPOSED FISKE BOULEVARD

A PARCEL OF LAND BEING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 26 EAST AND IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 26 EAST, ALL IN BREVARD COUNTY, FLORIDA, A PORTION OF WHICH IS DESCRIBED AS TRACT 1 ON EXHIBIT "B" OF OFFICIAL RECORDS BOOK 2553, PAGE 1554, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°42'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1250.00 FEET; THENCE N 88°11'20" E, FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES, N 00°45'40" W, PARALLEL WITH AND 60.00 FEET EAST OF THE SAID SECTION LINE, FOR A DISTANCE OF 3050.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1225.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 533.14 FEET, TO A POINT OF TANGENCY; THENCE N 25°18'40" W, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1155.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1653.73 FEET; THENCE S 31°25'07" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 150.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1015.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1430.73 FEET, TO A POINT OF TANGENCY; THENCE S 73°15'40" E, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 697.04 FEET, TO THE POINT OF TANGENCY; THENCE S 02°23'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 1550.01 FEET, TO THE NORTH LINE OF SAID O.R.B. 2553, PG. 1554, AND THE NORTHEAST CORNER OF SAID TRACT 1 O.R.B. 2553, PG. 1555; THENCE CONTINUE S 00°43'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 458.00 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 2553, PAGE 1555, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S 00°45'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND

ALONG THE EAST LINE OF SAID TRACT 1, AND THE WEST LINE OF SAID O.R.B. 2563, PG. 1985, FOR A DISTANCE OF 354.51 FEET; THENCE S 45°48'40" E, ALONG SAID EAST AND WEST LINES, FOR A DISTANCE OF 150.23 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF ST. JOHN'S STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2563, PAGE 1985 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 85°11'20" W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 187.48 FEET, TO THE WEST END OF SAID ST. JOHN'S STREET; THENCE S 00°48'40" E, PARALLEL WITH AND 150.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 120.00 FEET; THENCE S 85°11'20" W, FOR A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, LESS THE PORTION THEREOF DESCRIBED AS TRACT 1 IN EXHIBIT "D" TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2563, PAGE 1988, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

LESS AND EXCEPT THE FOLLOWING-DESCRIBED PARCEL:

ROAD RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 25 SOUTH, RANGE 23 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 23 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 85°11'20" E, FOR A DISTANCE OF 80.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FIEKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 633.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°15'40" W, FOR A DISTANCE OF 445.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 23°15'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES, FOR A DISTANCE OF 59.75 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1155.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'14", FOR AN ARC DISTANCE OF 346.63 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 150.65 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID FIEKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1915.00 FEET, SAID POINT BEARS S 83°27'17" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'37", FOR AN ARC DISTANCE OF 297.01 FEET, TO A POINT OF TANGENCY; THENCE S 23°15'40" E, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 59.75 FEET; THENCE S 86°37'23" W, FOR A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.450 ACRES MORE OR LESS.

Together with:

a non-exclusive easement as created by that certain Special Warranty Deed dated as of the date hereof executed by Florida Marlins Baseball, Ltd., a Florida limited partnership in favor of The Viera Company, a Florida corporation for drainage over, under and across the land described below:

DESCRIPTION BY SURVEYOR
PARCEL 4

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 55°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°00'00", FOR AN ARC DISTANCE OF 699.44 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 1240.12 FEET; THENCE N 00°15'08" W, FOR A DISTANCE OF 1072.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°15'08" W, FOR A DISTANCE OF 301.76 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED VIERA BOULEVARD (150' R/W); THENCE N 68°43'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 669.52 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2975.00 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'36", FOR AN ARC DISTANCE OF 238.82 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 485.79 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 359.02 FEET; THENCE N 31°25'07" W, FOR A DISTANCE OF 202.63 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 726.00 FEET, TO THE POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official records Book 3005, Page 3575, Public Records of Dade County, Florida.
2. Preliminary Development Agreement with Florida Department of Community Affairs pertaining to improvements to be situated upon the land described in item 3, Schedule A.
3. Development Order issued pursuant to application for development approval pertaining to development on certain property including the land described in item 3, Schedule A.
4. All easements, and reservations, rights, limitations, and restrictions pertaining thereto set forth in that certain Special Warranty Deed from The Viera Company, a Florida corporation, to Florida Marlins Baseball, Ltd., a Florida limited partnership, dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3218, Page 1763, as corrected by that certain Corrective Special Warranty Deed from The Viera Company, a Florida corporation, to Florida Marlins Baseball, Ltd., a Florida limited partnership, dated as of July 28, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida.
5. All easements, reservations, rights, limitations, restrictions, restrictive covenants, agreements, conditions and other matters set forth in that certain Special Warranty Deed from The Viera Company, a Florida corporation, to Brevard County, Florida, dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3218, Page 1766, as corrected by that certain Corrective Special Warranty Deed from The Viera Company, a Florida corporation, to Brevard County, Florida, dated as of July 28, 1992 and recorded November 16, 1992 in Official records Book 3245, Page 2405, Public Records of Brevard County, Florida, including without limitation, that certain Grant of Easements, Reservation of Easements, Right of Reverter and Restrictive Covenants set forth therein.
6. All easements, reservations, rights, limitations, restrictions, restrictive covenants, agreements, conditions and other matters set forth in that certain Special Warranty Deed from Florida Marlins Baseball,

Ltd., a Florida limited partnership, to Marlins-Viera, a joint venture governed by the partnership laws of the state of Florida.

7. Partial Assignment of Easement Rights between Viera Development Corporation, a Florida corporation, and Florida Marlins Baseball, Ltd., a Florida limited partnership, dated July 28, 1982 and recorded July 29, 1992 in Official Records Book 3218, Page 1812, Public Records of Brevard County, Florida.
8. A portion of one of the Easement Parcels, as Proposed Fiske Boulevard, which portion is referred to as Tract 1 on Exhibit "B" to that certain Warranty Deed to The School Board of Brevard County, Florida, recorded in Official Records Book 2963, Page 1988, Public Records of Brevard County, Florida (hereinafter referred to as the "School Board Deed"), is owned by The School Board of Brevard County and is subject to the provisions of the School Board Deed.
9. That certain Water Line and Ingress/Egress Easement dated February 15, 1993 and recorded in Official Records Book 3269, Page 4706, Public Records of Brevard County, Florida.
10. That certain drainage easement as described in that certain Special Warranty Deed to The Viera Company by Florida Marlins Baseball, Ltd. dated _____, 1993 pertaining to Parcel 4 of Exhibit A hereto.

(MR. MARLINS-CORPORAL)044
603-33417

EXHIBIT C
TRANSFERRING GROUND LEASE IMPROVMENTS

EXHIBIT C

1. Dugouts
2. Fences
3. Signs
4. Buildings
5. Spectator seats
6. Player benches
7. Concession stands
8. Batting cages
9. Home plates
10. Infield base anchors
11. Pitching rubbers
12. Scoreboards
13. Flag poles
14. Foul poles
15. Real and artificial turf

EXHIBIT D
PERMITTED EXCEPTIONS

EXHIBIT "D"

PERMITTED LIENS

1. Taxes and assessments for the year in which the Termination Date occurs and subsequent years, which are not yet due and payable.
2. Easements set out in Special Warranty Deed recorded July 29, 1992, in Official Records Book 3218, page 1766, and Corrective Special Warranty Deed recorded in Official Records Book 3245, page 2405, Public Records of Brevard County, Florida.
3. Restrictions and Easements as set out in Special Warranty Deed recorded July 29, 1992, in Official Records Book 3218, page 1783, and Corrective Special Warranty Deed recorded in Official Records Book 3245 page 2427, as affected by Release and Termination of Right of Reverter, Right of Re-Entry and Restrictive Covenants recorded in Official Records Book 3350, page 4038, all in the Public Records of Brevard County, Florida.
4. Water Line and Ingress/Egress Easement by and between Florida Marlins Baseball, LTD, a Florida limited partnership, Grantor, and City of Cocoa, Grantee, recorded February 25, 1993, in Official Records Book 3269, page 4706, Public Records of Brevard County, Florida.
5. Lease Agreement by and between Marlins-Viera, a Joint Venture, Lessor, and Florida Marlins of Brevard, LTD, a Florida limited partnership, Lessee, dated December 10, 1993, as evidenced by that certain Memorandum of Lease recorded December 17, 1993, in Official Records Book 3350, page 4048, together with Amendment to Memorandum of Lease recorded in Official Records Book 5576, page 1469 and Second Amendment to Memorandum of Lease recorded in Official Records Book 5676, page 5484, all in the Public Records of Brevard County, Florida, as subsequently amended.
6. Water Agreement with City of Cocoa as set out in Second Amendment to Agreement recorded July 1, 1994 in Official Records Book 3404, page 953, re-recorded in Official Records Book 3407 page 3452, Public Records of Brevard County, Florida.
7. Right of Way Deed recorded August 30, 1994, in Official Records Book 3417, page 3719, Public Records of Brevard County, Florida.
8. Electric Utility Easement by and between The Viera Company, a Florida corporation, Grantor, and Florida Power and Light Company, Grantee, recorded September 14, 1995, in Official Records Book 3504, page 3868, Public Records of Brevard County, Florida.
9. Amended and Restated Development Order Viera Development of Regional Impact approved by Resolution 09-272 adopted by the Brevard County Board of County Commissioners on December 15, 2009, record notice of which was provided by that certain

Notice of Amendment to Development Order for a Development of Regional Impact known as the Viera Development of Regional Impact recorded in Official Records Book 6105, page 1085, Public Records of Brevard County, Florida. Such Amended and Restated Viera Development Order was amended (i) by Resolution 10-105 adopted by the Brevard County Board of County Commissioners on May 27, 2010, record notice of which was provided by that certain Notice of Amendment to Development Order for a Development of Regional Impact known as the Viera Development of Regional Impact recorded in Official Records Book 6511, page 1022, Public Records of Brevard County, Florida, and (ii) by Resolution 14-120 adopted by the Brevard County Board of County Commissioners on July 22, 2014, record notice of which was provided by that certain Notice of Amendment to Development Order for a Development of Regional Impact known as the Viera Development of Regional Impact recorded in Official Records Book 7283, page 306, Public Records of Brevard County, Florida.

EXHIBIT E
USE CHART AND AERIAL MAP

EXHIBIT E

2016/2017 Field Use Chart - Space Coast Stadium & Training Complex

REQUIRED USE	Facility Used	Available Fields	START	END	# OF PLAYERS	# OF STAFF	HOME GAMES
Early Players/Rehab	Complex only	Fields 1, 4, 5, and Stadium	15-Jan	10-Feb	25	15	None
Early Camp	Complex only	Field 5	11-Feb	1-Mar	50	55	None
Minor League Spring Training	Complex only	None	1-Mar	5-Apr	180	60	40
Extended Spring Training	Complex only	Field 5 & Stadium	5-Apr	20-Jun	75	25	30
Gulf Coast League	Complex only	Field 1, 4, Field 5	20-Jun	10-Sep	40	15	30
Instructional League	Complex only	Field 1, 4, (After 1 PM) Fields 5 and Stadium	15-Sep	15-Oct	55	45	15
Strength Camp	Complex only	All Fields	1-Nov	15-Nov	20	20	None
Brevard County Manatees	Stadium Only	Field 5, Stadium (when Manatees on the road)	1-Apr	15-Sep	25	10	70
Major League Spring Training - MLB	Stadium Only	None	11-Feb	1-Apr	60	40	15

- * The interior of the facility is only available for use in November and December at Training Complex. The interior of the Stadium is available from September 15 - January 15.
- * Entire Facility is typically available from November 15 - January 15, with the exception of a 10 day period at the end of December when we re seed all fields.
- * Additional field can be made available during summer after workouts on non-game days.
- * All Saturday games can be requested to be road games during Gulf Coast League. Sundays are off.
- * All road games require 2 fields until 1pm for stay back groups and simulated games.
- * No amateur games to be played during Nationals home games at complex.

EXHIBIT E (2 of 2)

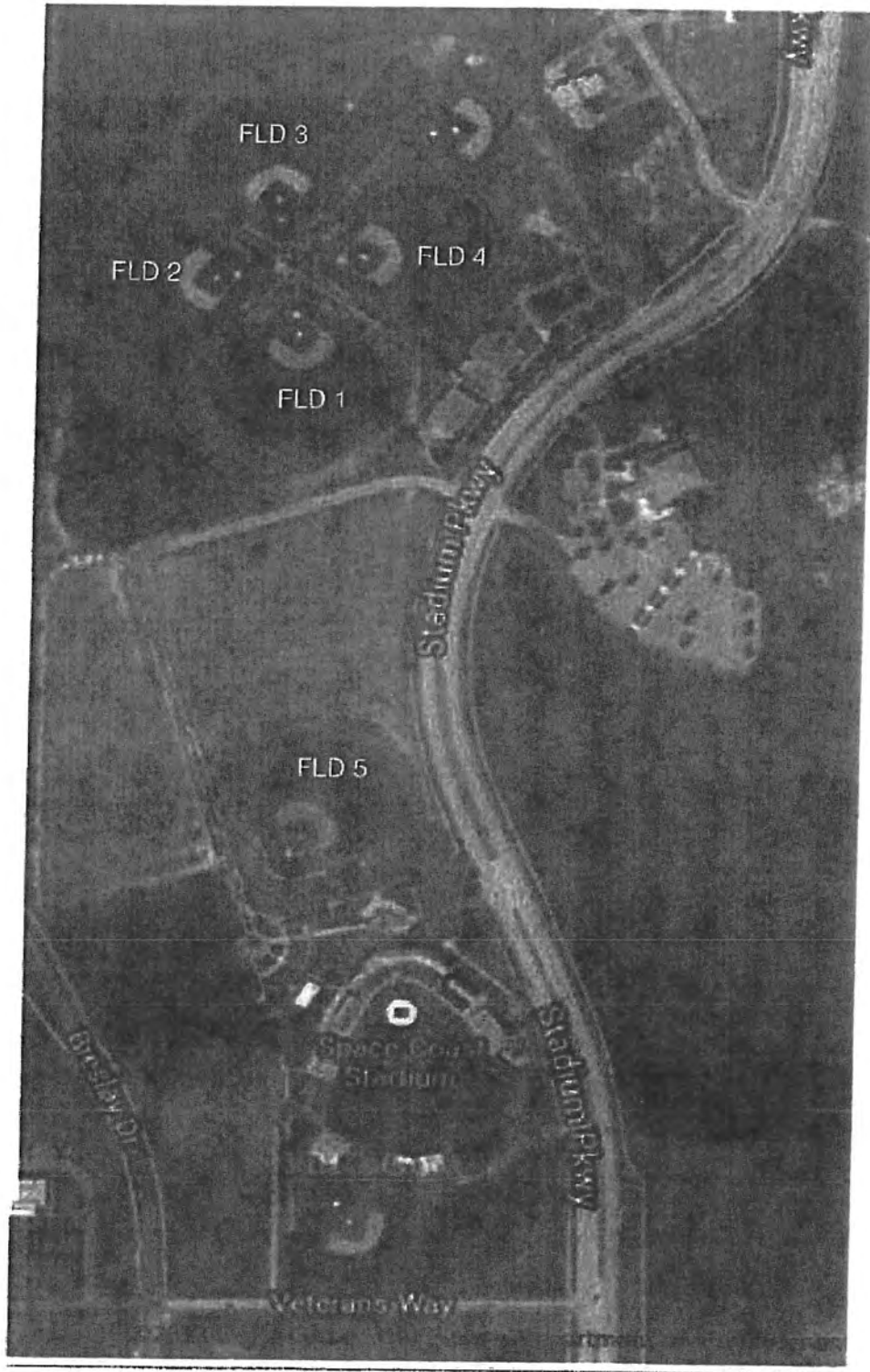


EXHIBIT "B"

TWENTY-FIVE YEAR GROUND LEASE

THIS LEASE is made and entered into by and between MARLINS-VIERA, a Joint Venture governed by the partnership laws of the State of Florida, referred to at times as "Lessor" or "Joint Venture," and FLORIDA MARLINS OF BREVARD, LTD., a Florida limited partnership, referred to at times as "Brevard Marlins" or "Lessee".

R E C I T A L S

WHEREAS, pursuant to that certain Agreement to Donate Land dated June 12, 1992 (the "Donation Agreement") by and between the Viera Company, a Florida corporation, ("TVC") and Florida Marlins Baseball, Ltd., a Florida limited partnership ("Florida Marlins"), TVC agreed to donate to the Florida Marlins certain unimproved real property (hereinafter referred to as the "Land") located in Brevard County, Florida and more particularly described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, pursuant to the Donation Agreement, the Land was conveyed by TVC to the Florida Marlins by that certain Corrective Special Warranty Deed dated as of July 28, 1992, and recorded in Official Records Book 3218 at Page 1783 of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to the Corrective Special Warranty Deed, title to the Land was conveyed to the Florida Marlins subject to a right of reverter and right of reentry reserved by TVC in the event the Land was not developed or ceased to be used as a spring training practice facility for professional baseball teams;

WHEREAS, the Florida Marlins, through Brevard Marlins, thereafter expended approximately \$3,500,000.00 for the construction of playing fields, dug outs, team locker rooms and other improvements desirable for the development and use of the Land as a spring training facility;

WHEREAS, Viera Development Corporation, a Florida corporation ("VDC") and Brevard Marlins intend concurrently herewith to form a joint venture with respect to the Land (excluding the improvements constructed thereon which are to be conveyed by separate instrument to and owned directly by, the Brevard Marlins) and have entered into that certain joint venture agreement entitled "Joint Venture Agreement of Marlin-Viera, a Joint Venture" dated of even date herewith (the "Joint Venture Agreement"), pursuant to which the Florida Marlins, on behalf of Brevard Marlins, will convey its right, title and interest in the Land to the Joint Venture and TVC, on behalf of Viera Development Corporation, will release its right of reverter, right of reentry and certain other restrictive covenants imposed by the aforesaid Corrective Special Warranty Deed;

WHEREAS, in consideration of the conveyance of the Land to the Joint Venture, Brevard Marlins is granted, pursuant to Article 12 of the Joint Venture Agreement, the exclusive right to use, enjoy, and possess the Land and all improvements, equipment and fixtures now or hereafter located thereon, and to manage, own and retain, as its sole and exclusive property, all income, profits and rents derived therefrom, all without payment of rent or accounting to the Joint Venture (excepting only as to payment of taxes, insurance and other expenses hereinafter required to be paid by Brevard Marlins), for a term of 25 years from the date of the Joint Venture Agreement;

WHEREAS, in furtherance of the Joint Venture Agreement, VDC and the Brevard Marlins are desirous of entering into this agreement for the purpose of determining the respective rights and obligations of the Joint Venture and the Brevard Marlins concerning repair, maintenance and, insurance obligations, rights upon condemnation or casualty, environmental responsibilities and so forth with respect to the Land and all improvements, equipment and fixtures now or hereafter located thereon during the twenty-five year period the Brevard Marlins are granted exclusive possession thereof;

WHEREAS, the Brevard Marlins are also desirous of obtaining a loan in the original principal amount of \$3,500,000.00 to be secured by its exclusive right to the use and possession of the Land and its title to and interest in the improvements, equipment and fixtures now or hereafter located thereon as set forth hereinafter;

WHEREAS, VDC is not willing to consent to a pledge or mortgage of the interest of the Joint Venture in the Land as collateral for the financing to be obtained by the Brevard Marlins;

WHEREAS, in order to facilitate such financing by the Brevard Marlins without subjecting the interest of the Joint Venture in the Land to foreclosure or loss as a result thereof, VDC and Brevard Marlins have agreed to cause the Joint Venture to enter into this lease, whereby the Brevard Marlins may thereafter freely mortgage and assign its leasehold interest as collateral for the proposed \$3,500,000.00 loan or any other loan the Brevard Marlins may from time to time thereafter obtain during the term of this lease.

NOW, THEREFORE, for good and valuable consideration received, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree that the recitals set forth above are true and correct and are hereby incorporated herein as material provisions hereof, and do further agree as follows:

ARTICLE 1. DESCRIPTION OF LEASED LAND

1.1 Leased Land. Lessor for and in consideration of the covenants and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does hereby accept from Lessor, the Land, hereinafter referred to collectively as the "Leased Land" described in Exhibit "A" which is attached hereto and made a part hereof.

1.2 Lessor's Warranty of Title. Lessor hereby represents and warrants that Lessor is the owner in fee simple absolute of the Leased Land, subject only to the matters of record listed on Exhibit "B" which is attached hereto and made a part hereof.

1.3 Lessor's Warranty of Quiet Enjoyment. Lessor covenants and agrees that Lessee, on observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor.

ARTICLE 2. LEASE TERM

2.1 Fixed Commencement and Expiration Dates. This Lease shall be for a term of twenty-five (25) years, referred to as the "Lease Term" commencing on _____, 1993, and expiring at 11:59 p.m., on _____, 2018, hereof, unless sooner terminated by Lessee upon thirty (30) days advance written notice to Lessor. Any such notice of termination by Lessee shall not be effective unless accompanied by the written consent of any leasehold mortgagee, if applicable.

2.2 Holdover. If Lessee shall hold over after the expiration of the Lease Term, or any extension, such tenancy shall be from month to month on all the terms, covenants, and conditions of this lease.

ARTICLE 3. TAXES, INSURANCE AND UTILITIES

3.1 Taxes.

(a) Lessee hereby agrees to pay or caused to be paid (except as set forth in subsection (d) hereinafter) on or before the date when due and before any fine, penalty, interest or cost may be added thereto for the nonpayment

thereof, all taxes, assessments, water, sewer rents, electric and other utility rates and charges, levies, license and permit fees and other utility or governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind, nature or description whatsoever, which at any time during the Lease Term of this Lease may be assessed, levied, confirmed, imposed on, or become due and payable out of or in respect of, or become a lien on, the Leased Premises, or any part or portion thereof, or any appurtenances thereto, and which are attributable to any period during the Lease Term of this Lease (all such taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other utility or other governmental charges being herein referred to as "impositions," and any of the same being hereinafter referred to collectively as "impositions" and singularly as an "imposition."

Lessee shall furnish evidence of such payment to Lessor as and when reasonably required by Lessor from time to time during the Lease Term of this Lease. The payment by Lessee of the impositions required above shall be deemed an independent covenant.

(b) Proration: For any such fraction of a tax year at the end of the Lease Term, or any extension thereof, Lessor agrees to reimburse Lessee for Lessor's portion of such taxes within thirty (30) days after presentation to Lessor of receipted copies of the tax bills.

(c) Sales Tax. At all times during the Lease Term, Lessee shall also pay all state of Florida sales and Use Taxes, if any, which may be determined by the State of Florida Department of Revenue to be due in connection with this lease.

(d) Excluded Taxes: Lessee shall not be required to pay any income, excess profits, franchise, estate, inheritance, succession, capital levy, or transfer tax of Lessor, and all such excluded taxes shall be payable by Lessor.

(e) Contest: Lessee shall have the right to contest the amount or validity or any such tax required to be paid by Lessee by appropriate legal proceedings. Lessor shall, upon request, join in any such proceedings if Lessee determines that it shall be necessary or convenient for Lessor to do so in order for Lessee to prosecute such proceedings properly. Any fees or other costs incurred by virtue of such contest shall be borne by the Lessee.

(f) Rebates. All rebates on account of any such taxes, rates, levies, charges, or assessments required to be paid and paid by Lessee under the provisions hereof shall belong to Lessee. Lessor will, on the request of Lessee, execute any receipts, assignments, or other acquittance that may be necessary in order to secure the recovery of any such rebates, and will pay over to Lessee any such rebates that may be received by Lessor, excepting rebates with respect to taxing periods or obligations arising subsequent to the expiration of this lease or any extended term hereof.

3.2 Insurance. Lessee shall maintain during the Lease Term comprehensive general public liability and property damage insurance against claims for personal injury, bodily injury, death or property damage occurring or in the Leased Land in which the limits of public liability shall be not less than \$1,000,000 per person and \$1,000,000 per accident and/or which the property damage liability shall be not less than \$100,000 per occurrence. Such policy shall name Lessor as an insured and shall contain a clause reciting that neither the insurer nor Lessee will cancel, terminate or change such insurance coverage without first giving Lessor thirty (30) days prior written notice. Such insurance policy shall be with an insurance company reasonably approved by Lessor and a copy of the policy or certificate thereof shall be delivered to Lessor prior to the commencement date hereof. Any renewal shall be delivered to Lessor not less than thirty (30) days prior to the expiration of the current policy.

Lessee shall increase the foregoing coverage from time to time during the Lease Term of this Lease as prudent business circumstances require. Lessor and Lessee acknowledge that the foregoing dollar amounts were reasonable based upon 1993 dollars.

3.3 Lessee to Pay Utility Charges. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and any and all other utilities used upon the Leased Land throughout the term of this Lease, including any connection fees.

ARTICLE 4. USE OF PREMISES

4.1 Use. Lessee shall have the right to use the Leased Land for any lawful purpose. Without limiting the foregoing, it is understood that the primary purpose for which the Leased Land has been leased is for the development, construction and operation of spring training practice facilities for professional baseball teams and uses related thereto. Any use of the property other than as baseball practice facilities and uses related thereto must be with the consent of Lessor, which consent shall not be unreasonably withheld. It is also understood that Lessee will be in compliance with all zoning and any and all municipal or governmental ordinances applicable to its use of the Leased Land.

4.2 Signs. Lessee shall have the right to erect and maintain upon the Leased Land all signs that it deems appropriate to the conduct of its business, subject to and in accordance with all laws, rules, regulations, ordinances and requirements imposed by governmental authorities having jurisdiction thereof and any covenants and restrictions of record as described on Exhibit "B" attached hereto.

ARTICLE 5. CONSTRUCTION BY LESSEE

5.1 Lessee's Right to Build -- General Conditions. Lessee shall have the right, at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Leased Land, and to change the contour of the Leased Land, subject to the following conditions:

(a) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvements shall be borne and paid for by Lessee.

(b) The Leased Land shall at all times be kept free of construction liens as hereinafter more specifically provided.

(c) Lessor shall receive copies of architects' drawings showing the exterior appearance and dimensions of major improvements.

(d) Any changes to the contour of the land shall not have an adverse impact on the surface water management or drainage of adjacent properties.

5.2 Joinder of Lessor.

(a) Easements and Dedications: In order to provide for more orderly development of the Leased Land, it may be necessary, desirable, or required that street, sewer, drainage, gas, power line, and other easements and similar rights be granted or dedicated over or within portions of the Leased Land. As one of the considerations to Lessee for the execution of this lease, Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting such easements and dedications.

(b) Zoning, etc.: In the event that Lessee deems it necessary or appropriate to obtain use, zoning, subdivision or site plan approval or permits for the Leased Land, or any part thereof, Lessor agrees, from time to time upon request of Lessee, to execute such documents, petitions, applications, and authorizations as may be appropriate or required for the purpose of obtaining such conditional use permits, zoning and rezoning, tentative and final plat or site plan approvals.

(c) Expenses: In each of the foregoing instances, Lessor shall be without expense therefor, the cost and expense thereof to be borne solely by Lessee.

5.3 Lessee's Ownership of Improvements and Fixtures.

(a) It is expressly understood and agreed that any buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the Leased Land shall be and remain the exclusive property of Lessee.

(b) Lessee shall have the right at any time during the Lease Term of this Lease, or within a reasonable time thereafter, not to exceed a period of six (6) months following the expiration of the Lease Term or the earlier termination of the Lease, to remove the improvements placed upon the Leased Premises, but Lessee shall not be obligated to do so. In that event Lessee shall provide Lessor with written notice thereof, which written notice shall be accompanied by (i) evidence of insurance which Lessee intends to obtain insuring against any loss or damage which Lessee or Lessor shall suffer as a result of such removal, which insurance shall be reasonably acceptable to Lessor, (ii) the details and methodology of such proposed removal, including the contractor to perform such work, the time period or periods within which such removal shall be effected and any other information reasonably requested by Lessor concerning such removal and (iii) Lessee's plan for restoration of the Leased Premises following such removal. Notwithstanding anything contained herein to the contrary, Lessee shall be required to restore the Leased Premises to substantially the same condition existing prior to the construction and installation of any improvements being removed to the reasonable satisfaction of Lessor, which restoration shall be accomplished within six (6) months following the expiration of the Lease Term of the Lease or the earlier termination thereof. Any improvements not removed by Lessee within such six month period shall be deemed abandoned and Lessee hereby agrees to execute and deliver any documents requested by Lessor, including, without limitation, deeds, bills of sale or the like necessary to evidence such abandonment. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any loss, cost, damage, expense, injury or liability of any kind, nature or description, including, without limitation, reasonable attorneys' fees and other legal expenses, whether incurred at or before the trial level or in any appellate, bankruptcy or administrative proceeding, incurred by Lessor as a result of, or relating to, the removal of any such improvements, and the provisions of this subsection shall expressly survive the expiration of the Lease Term of this Lease and/or the earlier termination of the Lease.

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE

6.1 Lessee's Right to Encumber Without Lessor's Consent. Lessee may, at any time or from time to time during the term of this Lease, encumber by mortgage or other security instrument, by way of assignment, or otherwise, Lessee's interest under this lease and the leasehold estate hereby created for any purpose, without the consent of Lessor, provided, however, that any such security agreement or mortgage shall expressly acknowledge that the lien or security interest created thereby does not encumber the Lessor's fee simple interest in the Leased Premises. Lessee agrees to give notice of any such encumbrances to the Lessor.

ARTICLE 7. REPAIRS

7.1 Lessee's Duty to Repair. Lessee, at Lessee's own cost and expense at all times during the term of this Lease, agrees to keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected upon the Leased Land in a good state of appearance and repair, reasonable wear and tear excepted. Lessor shall not be obligated to make any repairs or replacements of any kind, nature or description to the Leased Land, including without limitation, any buildings or improvements thereon.

ARTICLE 8. CASUALTY LOSS

8.1 Fire or Other Casualty Losses. If any building or other improvement on the Leased Land, or the machinery, fixtures and equipment used in its operation or maintenance, is damaged or destroyed by fire or otherwise, Lessee may, but shall not be obligated to, restore, repair, replace, rebuild or alter all of any portion of the damaged or destroyed property as Lessee may elect in its sole discretion. Lessor shall pay over to Lessee all insurance proceeds received on account of such damage or destruction, less the cost of recovery, and any other costs of any kind, nature or description actually incurred by Lessor in connection with such casualty without imposing any condition or restriction on the use or application thereof by Lessee. Lessor shall, upon request of Lessee, execute any receipts, assignments, or other acquittance that may be necessary in order to secure the recovery by Lessee of insurance proceeds payable by reason of such fire or other casualty. Notwithstanding anything to the contrary provided hereinabove, if the improvements, equipment and fixtures located on the Leased Land are damaged or destroyed to the extent of 20% or less of the replacement cost thereof, then Lessee shall repair or restore any damaged or destroyed property within a reasonable period of time after receipt of the insurance proceeds in respect thereof.

ARTICLE 9. CONSTRUCTION LIENS

9.1 Construction Liens Prohibited. Lessee shall not suffer or permit any construction liens or other liens imposed under Chapter 713, Fla. Stat., to be filed against Lessor's interest in the Leased Land nor against Lessee's leasehold interest therein nor any buildings or improvements on the Leased Land by reason of any work, labor, services, or materials, supplied or claimed to have been supplied to Lessee or for the benefit of Lessee or the Leased Land. Any contracts entered into by Lessee for repair or construction of improvements or otherwise which may result in a claim of lien pursuant to Chapter 713, Fla. Stat. shall prohibit any such lien from being filed or asserted against Lessor's fee interest. Lessor may file or post notices of non-responsibility on the Leased Land or among the public records as provided by Florida Statutes § 713.10, as amended from time to time. Lessee warrants and represents to Lessor that all costs and expenses associated with the construction of improvements on the Leased Premises prior to the date of this lease have been paid in full.

9.2 Removal of Liens by Lessee. If any such construction liens shall be recorded, Lessee shall promptly cause the same to be removed within thirty (30) days of notice thereof. Lessee shall have the privilege of removing such liens within the time period prescribed above by posting an appropriate bond therefor.

ARTICLE 10. CONDEMNATION

10.1 Total Taking-Termination. If at any time during the term of this lease, title to the whole or materially all of the Leased Land shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all such proceedings being collectively referred to herein as a "taking in condemnation") this lease shall terminate and expire on the date of such taking. In the event of the taking of the whole or materially all of the Leased Land during the term of this lease, the

rights of Lessor and Lessee to share in the net proceeds of any award on any such taking, shall be as follows:

(a) Lessor shall be entitled to receive, with interest thereon, that portion of the award as shall represent compensation for the value of the Leased Land, considered as vacant and unimproved land, such value being hereinafter referred to as the "land value."

(b) During the Lease Term, Lessee shall be entitled to receive with interest thereon, that portion of the award as shall represent compensation for the value of the buildings and improvements on the Leased Land, such value being hereinafter referred to as the "building value" in addition to Lessee's relocation and moving expenses and any other loss or damage caused by the condemnation.

10.2 Partial Taking-Termination. In the event of the taking or transfer of only a part of the Leased Land leaving the remainder thereof in such location, or in such form, shape, or reduced size as to be not effectively and practicably usable for the purposes of operation thereon of Lessee's business as determined by Lessee in its sole discretion, this Lease and all the right, title and interest thereunder may cease at Lessee's election on the date title to the Leased Land or the portion thereof so taken or transferred vests in the condemning authority. The rights of Lessor and Lessee to share in the net proceeds of any award on any such partial taking shall be in the same manner as provided in Section 10.1(a) and (b) above.

10.3 Voluntary Conveyance. A voluntary conveyance by Lessor to a utility, agency, or authority under threat of taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this Article.

ARTICLE 11. ASSIGNMENT AND SUBLEASE

11.1 Lessee's Right to Assign.

(a) This lease is fully assignable but no assignment or transfer shall be valid unless the assignee shall expressly assume and agree to perform each and every covenant of this lease which, by the terms hereof, Lessee agrees to keep and perform.

(b) Upon any such assignment, the assignor of such leasehold interest shall be automatically released, from and after the effective date of such assignment, transfer, or conveyance, of all liability related to the performance of any obligations under this lease to be performed by Lessee, and the assignee shall be liable for the performance of all of the provisions of this lease to be performed by Lessee from and after the effective date of such assignment, transfer, or conveyance.

11.2 Subleases. Lessee shall have the right to sublease all or any portion of the Leased Land, from time to time, without Lessor's consent; provided that (i) a copy of all such subleases, together with all addenda and modifications thereto is delivered to Lessor within thirty (30) days of execution (ii) the term of any sublease shall not extend beyond the term of this lease; and (iii) in the event of termination of this lease prior to the expiration of the Lease term, all subleases shall likewise terminate unless at least fifteen (15) days prior to such termination, Lessor expressly notifies any subtenant otherwise in which event any such subtenant shall be required to attorn to the Lessor upon the terms and conditions of its sublease.

11.3 Estoppel Certificates. Either party shall at any time and from time to time, upon not less than fifteen (15) days prior written request by the other party, acknowledge and deliver to such party a statement in writing certifying

that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modifications and that there are no defaults existing, or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the taxes and any other charges have been paid. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or any prospective purchaser of the estate of Lessor, or any lender or prospective assignee of any lender on the security of the Leased Land or the fee estate or any part thereof.

ARTICLE 12. DEFAULT

12.1 Events of Default and Available Remedies. Failure of Lessee to pay the impositions or to maintain the insurance policies and coverages as required hereunder or to pay, when due, any other sum of money required to be paid by Lessee hereunder or failure of Lessee to perform any other term or condition of this Lease prior to the expiration of the applicable cure period therefor provided in subsection 12.2 below shall constitute an event of default entitling Lessor to terminate this lease or Lessee's right to possession of the Leased Land and to pursue any and all rights or remedies, at law or in equity, available by reason thereof.

12.2 Time for Curing Default. No failure to perform any condition or covenant of this Lease shall entitle Lessor to terminate this lease unless (a) such failure shall have continued for fifteen (15) days after notice in writing requiring payment of any sum of money by Lessee or sixty (60) days after notice in writing requiring the performance of a non-monetary condition or covenant shall have been given to Lessee, and to any party holding a security interest in the leasehold estate of which the Lessor has received written notice, and (b) if such default is of a nature that it cannot be remedied within such time, then, unless Lessee shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that Lessee shall commence to cure the default within such time period and thereafter shall diligently continue the curing of the default.

ARTICLE 13. TERMINATION AND SURRENDER

13.1 Surrender of Possession. Unless otherwise agreed by the parties, upon termination of the Lease Term, Lessee agrees to surrender possession of the Leased Land to Lessor in the condition required under Article 7 hereof.

ARTICLE 14. INDEMNIFICATION

14.1 Indemnification of Lessor Against Liability for Environmental and Other Governmental Violations. Lessee covenants and agrees with Lessor that, throughout the term of the Lease: (a) the Leased Land shall be operated and maintained in compliance with all governmental or regulatory requirements; (b) Lessee shall maintain or procure all necessary permits, licenses, and certificates required by federal, state, and local laws throughout the Lease Term; (c) all hazardous or toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Leased Land, shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any applicable governmental agency or authority and only upon the advance, written consent to the use or storage thereof from Lessor; (d) other than as described in (c) above, the Leased Land will not be used for the purpose of storing such substances; and other than as described in (c) above, no such storage or use will otherwise be allowed on the Leased Land (whether through subleases with tenants who might store or use hazardous substances or otherwise) which will cause, or which will increase the

likelihood of causing, the release of such hazardous or toxic substances onto the Leased Land. Lessee shall promptly notify Lessor of any receipt of any notice of violation or third party complaint. Lessee hereby agrees to indemnify and save and hold Lessor harmless of and from all claims, damages, loss, liabilities, penalties, fines, remedial action requirements, and enforcement actions, along with the costs and attorneys' fees incurred by Lessor in defending Lessee's use, generation, transportation, and disposal, release, or threatened release of hazardous substances, including without limitation, asbestos-containing materials or damage whatsoever incurred by Lessor arising out of or by reason of any violation during the Lease Term of any applicable statute or regulation for the protection of the environment which occurs upon the Leased Land, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, including without limitation any lien arising pursuant to any so-called "super fund" or "super lien" legislation; provided, however, that to the extent that Lessor is strictly liable under any such statute or regulation, Lessee's obligation to Lessor under this indemnity shall likewise be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor. The provisions of this subsection 14.1 shall expressly survive the expiration or earlier termination of this lease.

14.2 Indemnification of Lessor for General Liabilities. Lessee shall indemnify Lessor against all liabilities, expenses, and losses incurred by Lessor as a result of: (a) Lessee's failure to perform any of its obligations hereunder; (b) any accident, injury or damage happening in or about the Leased Land or appurtenances, or on or under the adjoining streets, sidewalks, curbs, resulting from the condition, maintenance, or operation of the Leased Land; and (c) any construction lien filed against the Leased Land, or any materials used in the construction or alteration of any building or improvement thereof. The provisions of this subsection 14.2 shall expressly survive the expiration or earlier termination of this lease.

14.3 Mutual Release for Hazards Covered by Insurance. Lessor and Lessee (and all parties claiming under them) hereby mutually release the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies with respect to the Leased Land or any interest or property therein or thereon (regardless of whether such insurance is required to be carried under this lease, but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release does not adversely affect such policies or prejudice any right of the releaser to recover thereunder. Each party's insurance policies shall include such a provision so long as it is obtainable without extra cost, or if extra cost is charged, so long as the party for whose benefit the clause or endorsement is obtained pays such cost. Each party shall advise the other of the amount of any extra cost charged and the other party may elect whether it chooses to pay the same.

ARTICLE 15. GENERAL PROVISIONS

15.1 Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

15.2 No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of

this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

15.3 Computation of Time. The time within which any act provided by this Lease is to be done, is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday, or legal holiday, and then it is also excluded.

15.4 Unavoidable Delay-Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of such delay.

15.5 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest, assignees, transferees, subtenants, licensees, and other successors in interest of Lessee.

15.6 Entire Agreement. This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

15.7 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

15.8 Interpretation and Definitions. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not strictly for or against Lessor or Lessee. Unless otherwise expressly provided in this lease, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this lease:

(a) Number and Gender: In this lease the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the word "person" includes a corporation, partnership, firm, or association wherever the context so requires.

(b) Mandatory and Permissive: "shall", "will" and "agrees" are mandatory; "may" is permissive.

(c) Captions: Captions of the articles, sections, and paragraphs of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

(d) Parties: Parties shall include the Lessor and Lessee named in this Lease.

(e) Sublessee: As used herein, the word "sublessee" shall mean and include in addition to a sublessee and subtenant, a licensee, concessionaire, or other occupant or user of any portion of the Leased Land or buildings or improvements thereon.

15.9 Attorney's Fees. In the event either Lessor or Lessee shall bring any action or proceedings for damages for an alleged breach of any provision of this Lease, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action

or proceedings reasonable attorney's fees and court costs, both at trial and appeal.

15.10 Modification. This Lease is not subject to modification except in writing signed by all parties.

15.11 Notices-Method and Time. All notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addressee stated in this section and shall be deemed to have been given at the time of personal delivery, or if by mail, at the end of the third business day following the date of mailing. All sums payable by Lessee to Lessor shall be in lawful money, delivered in person or mailed to Lessor at:

Marlins-Viera
c/o Florida Marlins of Brevard, Ltd.
100 Northeast Third Avenue
Third Floor
Fort Lauderdale, Florida 33301
Attention: Jonathan D. Mariner, Vice President

With a copy to:

Viera Development Corporation
7380 Murrell Road
suite 201
Melbourne, Florida 32940
Attention: Perry J. Reader, Executive Vice President
R. Mason Blake, Esquire, Corporate Counsel

and, all notices, demands, or requests from Lessee to Lessor shall be given to Lessor at the same address. All notices, demands, or requests from Lessor to Lessee shall be given to Lessee at:

Marlins-Viera
c/o Florida Marlins of Brevard, Ltd.
100 Northeast Third Avenue
Third Floor
Fort Lauderdale, Florida 33301
Attn: Jonathan D. Mariner, Vice President

Each party shall have the right, from time to time, to designate a different address by notice given in conformity with this section. If more than one Lessor or Lessee is named in this Lease, service or any notice on any of the Lessees or Lessors shall be deemed service on all of the Lessees or Lessors, respectively.

15.12 Brokers' Commission. Each of the parties represents and warrants that there are no claims for brokers' commissions or finders' fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

15.13 Leasehold Mortgage Protection. Lessor agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Lessee, provided that prior to such notice Lessor has been notified, in writing (by way of Notice of Assignment of Lease or Leasehold Mortgage or otherwise), of the address of such mortgagees and/or trust deed holders. Lessor further agrees that if Lessee shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as

may be necessary, if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this lease shall not be terminated while such remedies are being so diligently pursued. Lessor shall not accept any surrender or enter into any modification of this lease without the leasehold mortgagee's prior consent.

If, by reason of any default of Lessee, this lease or any extension hereof is terminated by Lessor before the stated expiration thereof, Lessor shall enter into a new lease with the leasehold mortgagee for the remainder of the term, effective as of the date of such termination, and on the terms herein contained, subject to the following conditions:

(1) The leasehold mortgagee requests such new lease from Lessor in writing within 40 days after the termination date, such request to be accompanied by a payment to Lessor of all sums then due it under this lease.

(2) The mortgagee pays Lessor, upon execution and delivery of the new lease, all sums due hereunder in addition to those which would then be due but for such termination, plus all reasonable expenses, including legal fees, incurred by Lessor by reason of such default.

(3) The mortgagee, on or before the execution and delivery of the new lease, performs all conditions that Lessee failed to perform hereunder.

(4) Lessor, upon execution and delivery of the new lease, immediately assigns and transfers to the new tenant, without recourse to Lessor, all subleases which have previously been assigned and transferred to Lessor.

If a lending institution, or its nominee or wholly owned subsidiary corporation, holds a mortgage upon this lease and subsequently acquires a leasehold estate, derived either from such mortgage or from Lessor, and desires to assign this lease or any new lease obtained from Lessor to an assignee (other than to a nominee or wholly owned subsidiary corporation as set forth above) who will undertake to perform Lessee's obligations under such lease, Lessor shall not unreasonably withhold its consent to such assignment and assumption. The lending institution, nominee, or subsidiary shall thereafter be relieved of any further liability under such lease.

15.14 Lessor's Right to Perform. All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense. If Lessee fails to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed within the applicable time periods proscribed herein, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligation of Lessee, perform any such acts on Lessee's part to be made or performed or pay any payments required to be paid by Lessee. Such payments together with interest thereon at the rate of interest equal to the prime rate of NationsBank of Florida, N.A., plus 2% shall be paid by Lessee to Lessor on demand and Lessee hereby covenants and agrees to pay any such sums, and Lessor shall have all the same rights and remedies in the event of nonpayment thereof as in the case of a default by Lessee hereunder.

15.15 Net Lease. It is the intention of the parties hereto that Lessee shall pay all expenses of any kind, nature or description associated with, resulting from, arising out of or otherwise relating to the Lessor Land, the improvements thereon and the conduct of Lessee's business activities thereon and the provisions of this lease shall be construed to accomplish said intentions.

ARTICLE 16. EXECUTION AND RECORDING

16.1 Counterparts. This Lease may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

16.2 Recording. The parties shall simultaneously with the execution of this Lease execute, acknowledge and record in the public records a copy or suitable memorandum of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 1993.

Signed, Sealed and Delivered
In the Presence of:

PRINT NAME OF WITNESS BELOW

PRINT NAME OF WITNESS BELOW

LESSOR:

MARLINS-VIERA, a Joint Venture
governed by the partnership laws
of the state of Florida

By: VIERA DEVELOPMENT CORPORATION,
a Florida corporation, a joint
venturer

By: _____

Name: _____
Title: _____

[CORPORATE SEAL]

and

By: FLORIDA MARLINS OF BREVARD, LTD.
a Florida limited partnership,
a joint venturer

PRINT NAME OF WITNESS BELOW

PRINT NAME OF WITNESS BELOW

By: FLORIDA MARLINS OF BREVARD, INC.
a Florida limited partnership,
its general partner

By: _____

Name: _____
Title: _____

[CORPORATE SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

LESSEE:

FLORIDA MARLINS OF BREVARD, LTD.
a Florida limited partnership.

By: FLORIDA MARLINS OF BREVARD, INC.
its general partner

By: _____

Name: _____

Title: _____

PRINT NAME OF WITNESS BELOW: _____

PRINT NAME OF WITNESS BELOW: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1993 by _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: _____

NOTARY PUBLIC _____

Print Name _____

Commission No.: _____

[NOTARIAL SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1993 by _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: _____

NOTARY PUBLIC _____

Print Name _____

Commission No.: _____

[NOTARIAL SEAL]

[JLM-MARLINS-GENERAL]0311
453-53417

EXHIBIT "A"
(Page 1 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 1

A PARCEL OF LAND LYING IN SECTION 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 38 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°45'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 29°11'20" W, FOR A DISTANCE OF 800.00 FEET; THENCE N 00°49'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°45'40" W, FOR A DISTANCE OF 388.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 558.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 281.98 FEET; THENCE N 00°15'08" W, FOR A DISTANCE OF 1072.95 FEET; THENCE N 28°43'28" E, FOR A DISTANCE OF 725.00 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 208.88 FEET; THENCE N 65°43'28" E, FOR A DISTANCE OF 359.02 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 590.55 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W), AND A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 725.00 FEET, SAID POINT BEARS S 37°47'47" E, FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°22'40", FOR AN ARC DISTANCE OF 80.70 FEET, TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1155.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°03'37", FOR AN ARC DISTANCE OF 692.55 FEET; THENCE N 65°28'44" W, FOR A DISTANCE OF 103.32 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 1011.48 FEET TO THE POINT OF BEGINNING, CONTAINING 40.157 ACRES MORE OR LESS.

EXHIBIT "A"
(Page 2 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 2

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' ROW); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 25°18'40" W, FOR A DISTANCE OF 445.95 FEET, TO THE POINT OF BEGINNING; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 563.95 FEET; THENCE N 17°03'45" W, FOR A DISTANCE OF 510.89 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 419.64 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 155.55 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS S 57°05'09" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'35", FOR AN ARC DISTANCE OF 70.01 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 165.09 FEET TO A POINT BEING 15.00 FEET EAST OF, AS MEASURED RADIALY, THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, SAID POINT BEARS S 83°25'31" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°44'11", FOR AN ARC DISTANCE OF 292.10 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE S 23°18'40" E, FOR A DISTANCE OF 89.56 FEET; THENCE S 86°37'23" W, FOR A DISTANCE OF 165.00 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE AND TO THE POINT OF BEGINNING, CONTAINING 9.584 ACRES MORE OR LESS.

EXHIBIT "A"
(Page 3 of 7)

DESCRIPTION BY SURVEYOR
PARCEL 5

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST,
BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W,
ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S
89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A
DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'08", FOR AN ARC DISTANCE
OF 552.27 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'51", FOR AN ARC DISTANCE OF
147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40"W, FOR A DISTANCE OF
317.25 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 480.28 FEET; THENCE S
17°03'48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72°56'12" W, FOR A
DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.127 ACRES
MORE OR LESS.

EXHIBIT "A"
(Page 4 of 7)

Together with:

a non-exclusive easement, as created by that certain Corrective Special Warranty Deed dated as of July 28, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida, for ingress and egress over, upon and across the land described below:

DESCRIPTION BY SURVEYOR
TEMPORARY ACCESS EASEMENT
WESTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 25 SOUTH, RANGE 35 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 28 SOUTH, RANGE 39 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 69°11'20" W, FOR A DISTANCE OF 500.00 FEET; THENCE N 00°45'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.63 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 70.00 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 400.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.625 ACRES MORE OR LESS.

Together with:

a non-exclusive easement, as created by that certain Corrective Special Warranty Deed dated as of July 28, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida, and that certain Partial Assignment of Easement Rights dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3210, Page 1012, Public Records of Brevard County, Florida, for ingress and egress over, upon and across the land described below:

DESCRIPTION BY SURVEYOR
PROPOSED FISKE BOULEVARD

A PARCEL OF LAND BEING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ALL IN BREVARD COUNTY, FLORIDA, A PORTION OF WHICH IS DESCRIBED AS TRACT 1 ON EXHIBIT "B" OF OFFICIAL RECORDS BOOK 2863, PAGE 1884, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1230.00 FEET; THENCE N 83°11'20" E, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES, N 00°45'40" W, PARALLEL WITH AND 60.00 FEET EAST OF THE SAID SECTION LINE, FOR A DISTANCE OF 2030.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 533.14 FEET, TO A POINT OF TANGENCY; THENCE N 23°18'40" W, FOR A DISTANCE OF 845.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1665.13 FEET; THENCE S 31°25'07" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 150.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1015.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1450.73 FEET, TO A POINT OF TANGENCY; THENCE S 23°13'40" E, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 697.04 FEET, TO THE POINT OF TANGENCY; THENCE S 00°45'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 1930.01 FEET, TO THE NORTH LINE OF SAID O.R.B. 2863, PG. 1884, AND THE NORTHEAST CORNER OF SAID TRACT 1 O.R.B. 2863, PG. 1885; THENCE CONTINUE S 00°45'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 458.00 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 2863, PAGE 1885, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S 00°45'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND

EXHIBIT "A"
(Page 6 of 7)

ALONG THE EAST LINE OF SAID TRACT 1, AND THE WEST LINE OF SAID O.R.B. 2863, PG. 1965, FOR A DISTANCE OF 354.51 FEET; THENCE S 45°48'40" E, ALONG SAID EAST AND WEST LINES, FOR A DISTANCE OF 150.29 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF ST. JOHN'S STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2863, PAGE 1965 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 85°11'20" W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 187.49 FEET, TO THE WEST END OF SAID ST. JOHN'S STREET; THENCE S 00°48'40" E, PARALLEL WITH AND 150.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 120.00 FEET; THENCE S 85°11'20" W, FOR A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, LESS THE PORTION THEREOF DESCRIBED AS TRACT 1 IN EXHIBIT "D" TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1969, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

LESS AND EXCEPT THE FOLLOWING-DESCRIBED PARCEL:

ROAD RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 33 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 25 SOUTH, RANGE 33 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 85°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°15'40" W, FOR A DISTANCE OF 445.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 23°18'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES, FOR A DISTANCE OF 59.75 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'14", FOR AN ARC DISTANCE OF 348.03 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 150.03 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1915.00 FEET, SAID POINT BEARS S 83°27'17" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'57", FOR AN ARC DISTANCE OF 297.01 FEET, TO A POINT OF TANGENCY; THENCE S 23°15'40" E, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 59.53 FEET; THENCE S 86°37'23" W, FOR A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.450 ACRES MORE OR LESS.

Together with:

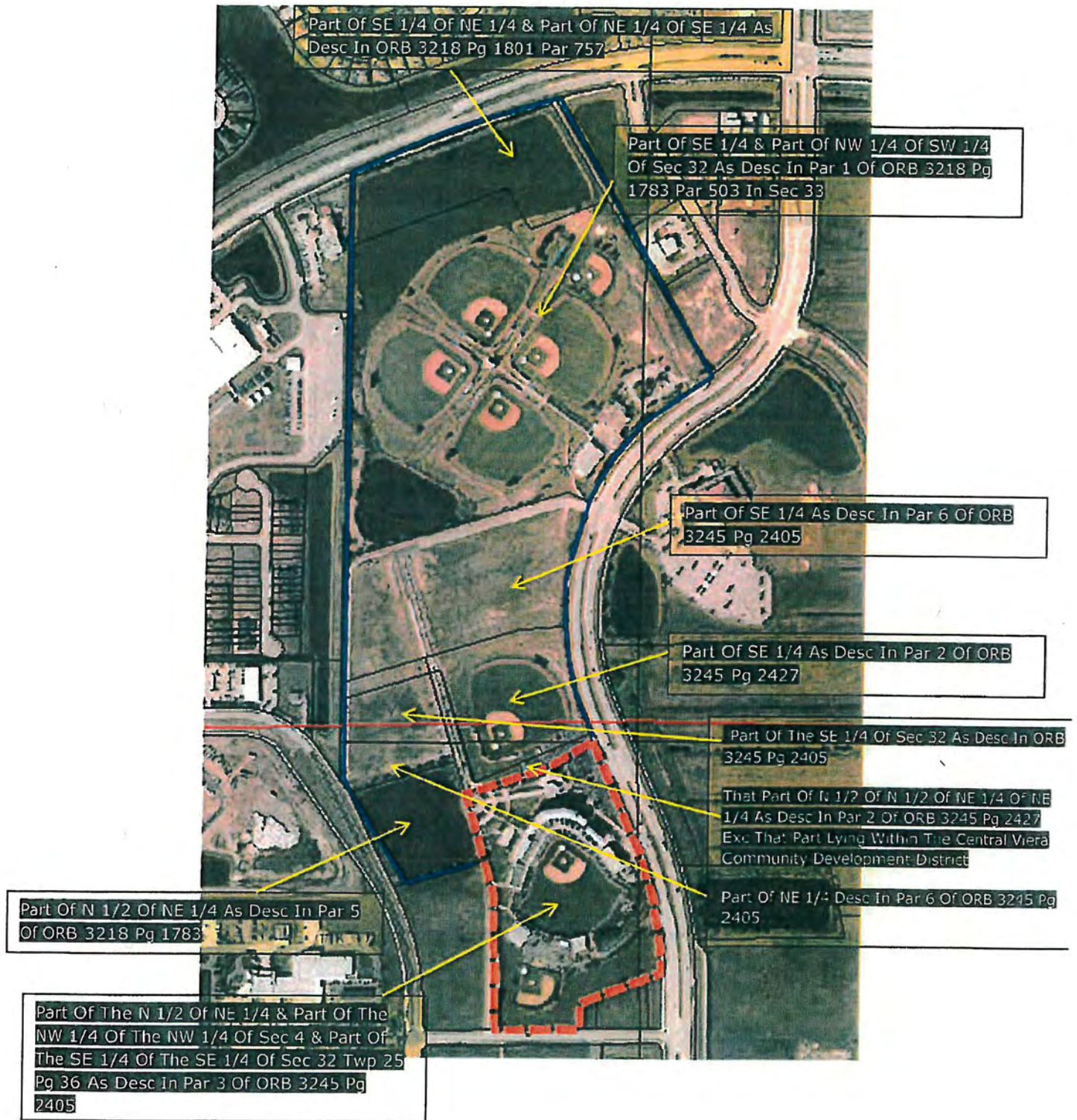
a non-exclusive easement as created by that certain Special Warranty Deed dated as of the date hereof executed by Florida Marlins Baseball, Ltd., a Florida limited partnership in favor of The Viera Company, a Florida corporation for drainage over, under and across the land described below:

DESCRIPTION BY SURVEYOR
PARCEL 4

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 1240.12 FEET; THENCE N 00°15'08" W, FOR A DISTANCE OF 1072.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°15'08" W, FOR A DISTANCE OF 301.75 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED VIERA BOULEVARD (150' ROW); THENCE N 68°43'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 669.52 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2975.00 FEET; THENCE NORTHEASTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'58", FOR AN ARC DISTANCE OF 238.82 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 465.28 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 359.02 FEET; THENCE N 31°25'07" W, FOR A DISTANCE OF 208.63 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 726.00 FEET, TO THE POINT OF BEGINNING.

Exhibit C



100.00
11.50
36.00

718629

92 JUL 29 PM 3:49

This Instrument Prepared By *and returns*
Vicki L. Berman, Esquire
DEAN, MEAD, SPIELVOGEL & GOLDMAN
7380 Murrell Road, Suite 100
Melbourne, Florida 32940
(407) 242-7061

# PGS. <u>4</u>	# NAMES <u>2</u>
TRUST FUND \$ <u>250</u>	BREVARD CO., FL.
REC FEE <u>1200</u>	CLERK CIRCUIT CT.
DOC SI <u>36.00</u>	
INT TAX "1"	<i>See attached</i>
EXCISE TAX	
SERV CHRG	
REFUND	

RECORDED
AND
VERIFIED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 28th day of July, 1992, by THE VIERA COMPANY, a Florida corporation, having its principal place of business at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940 (hereinafter referred to as "GRANTOR"), to FLORIDA MARLINS BASEBALL, LTD., a Florida limited partnership, whose post office address is 100 Northeast 3rd Avenue, Third Floor, Ft. Lauderdale, Florida 33301 (hereinafter referred to as "GRANTEE").

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the successors and assigns of corporations, trustees and partnerships.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE all that certain land situate in Brevard County, Florida described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple; that GRANTOR has good right and lawful authority to sell and convey the Property; and that GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR. This conveyance is made subject to those matters set forth in Exhibit "B", attached hereto and made a part hereof.

RESERVATION

GRANTOR hereby reserves and excepts unto itself, and to any extent required, GRANTEE hereby gives and grants unto GRANTOR, a right of entry upon the Property for the purpose of excavating and removing all fill material and minerals on, in and under the Property, which fill material and minerals shall be and

remain the property of GRANTOR. The right of entry reserved herein is non-exclusive and GRANTEE shall have the non-exclusive right to enter upon the Property for any purpose not inconsistent with the right of excavation and removal reserved herein. Each party shall use the rights granted and reserved by this instrument with due regard for the rights of the other party to use and enjoy the Property.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

THE VIERA COMPANY

By: Perry J. Reader
Name: PERRY J. READER
Title: Vice President

Print Name: Vicki L. Berman

Dawna L. Curry
Print Name: Dawna L. Curry

7380 Murrell Road, Ste. 201
Melbourne, Florida 32940

(CORPORATE SEAL



STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 28th day of July, 1992, by PERRY J. READER Vice President of THE VIERA COMPANY, who is personally known to me ~~or who has produced~~ ~~as identification~~ and who did ~~not~~ take an oath.

Dawna L. Curry
Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

DAWNA L. CURRY
Notary Public, State of Florida
My Comm. expires Feb. 24, 1996
Comm. No. CC177143

F:\RE\VLB\TVG\15716DCR.10B (07/01/92)

Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL "4"

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 FEET; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 1240.12 FEET; THENCE N 00°15'08" W, FOR A DISTANCE OF 1072.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°15'08" W, FOR A DISTANCE OF 301.76 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED VIERA BOULEVARD (150' R/W); THENCE N 68°43'28" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 689.52 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2975.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°35'58", FOR AN ARC DISTANCE OF 238.82 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 485.29 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 359.02 FEET; THENCE N 31°25'07" W, FOR A DISTANCE OF 208.88 FEET; THENCE S 68°43'28" W, FOR A DISTANCE OF 726.00 FEET, TO THE POINT OF BEGINNING.

UNSUITABLE
FOR
MICROFILM

(PAGE 1 OF 1)

BK3218PG1803

Exhibit "B"

PERMITTED EXCEPTION SCHEDULE

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official Records Book 3005, Page 3575, Public Records of Brevard County, Florida.
2. Zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities.
3. Taxes for the year of closing and subsequent years.
4. Preliminary Development Agreement dated July 10, 1992 by and between A. Duda & Sons, Inc., The Viera Company and the State of Florida, Department of Community Affairs, a Notice of which is recorded in Official Records Book 3215, Page 3152, Public Records of Brevard County, Florida.
5. Development Order issued pursuant to or as a result of the Application for Development Approval to be filed by GRANTOR pursuant to the Preliminary Development Agreement referred to in item 4 immediately hereinabove.

BK 3218 PG 1804

③ \$12.50
4322.70

218628

92 JUL 29 PM 3:49

This Instrument Prepared By *and returns to:*
Vicki L. Berman, Esquire
DEAN, MEAD, SPIELVOGEL & GOLDMAN
7380 Murrell Road, Suite 100
Melbourne, Florida 32940
(407) 242-7061

PAGES 18 # NAMES 2
TRUST FUND \$ 950 BREVARD CO., FL
REC FEE 7300 CLERK CIRCUIT CT.
DOC ST 322.20
INT. TAX % _____
EXCISE TAX _____
SERV CHRG _____
REFUND _____
See content
RECORDED
AND
VERIFIED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 29th day of July, 1992, by THE VIERA COMPANY, a Florida corporation, having its principal place of business at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940 (hereinafter referred to as "GRANTOR"), to FLORIDA MARLINS BASEBALL, LTD., a Florida limited partnership, whose post office address is 100 Northeast 3rd Avenue, Third Floor, Ft. Lauderdale, Florida 33301 (hereinafter referred to as "GRANTEE").

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the successors and assigns of corporations, trustees and partnerships.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE all that certain land situate in Brevard County, Florida described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple; that GRANTOR has good right and lawful authority to sell and convey the Property; and that GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR. This conveyance is made subject to those matters set forth in Exhibit "B", attached hereto and made a part hereof.

GRANT OF EASEMENTS

GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress over, upon and across those certain parcels of real property

(hereinafter collectively referred to as the "Temporary Access Easement Parcels" and individually referred to as a "Temporary Access Easement Parcel"), more particularly described in Exhibit "C" and Exhibit "D", attached hereto and made a part hereof, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across said Temporary Access Easement Parcels. Any utilities installed within the Temporary Access Easement Parcels by GRANTEE shall be so installed in locations, and in accordance with plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. GRANTOR and GRANTEE anticipate that GRANTOR shall, before or after construction, at the same time or at different times, of roadways upon either or both of the Temporary Access Easement Parcels, convey, at the same time or at different times, either or both of the Temporary Access Easement Parcels to the appropriate governmental entity for dedication as and for a public road. All easements, rights and interests granted hereby to GRANTEE, its assigns and successors-in-interest and title, with respect to the Temporary Access Easement Parcel so dedicated shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect upon such conveyance and dedication of the Temporary Access Easement Parcel so dedicated to the appropriate governmental entity and acceptance thereof by such governmental entity. Furthermore, while the foregoing provisions are self-operative, GRANTEE, for itself and its assigns and successors-in-interest and/or title, agrees that, upon conveyance and dedication (and acceptance) of the Temporary Access Easement Parcel so dedicated as and for a public road, GRANTEE shall execute, acknowledge and deliver to GRANTOR, within ten (10) days following written request therefor, such instrument or instruments in recordable form as shall be necessary or desirable to evidence and confirm, of record, the termination and extinguishment of all rights, easements and interests of GRANTEE, and its assigns and successors-in-interest and/or title, in and to the Temporary Access Easement Parcel so dedicated. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Temporary Access Easement Parcels and to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and/or across the Temporary Access Easement Parcels, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard for the rights of the other party to use and enjoy the Temporary Access Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Temporary Access Easement Parcels in such a way as to impair the right of the other party to use the Temporary Access Easement Parcels and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of roadway improvements thereon).

In addition to the foregoing easements, GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress and drainage over, upon and across that certain parcel of real property (hereinafter referred to as the "Access and Drainage Easement Parcel"), more particularly described in Exhibit "E", attached hereto and made a part hereof, together with the right to use, pass and repass over the Access and Drainage Easement Parcel, install, maintain, repair and replace utilities in, over, under, upon and across said Access and Drainage Easement Parcel, the right to use and drain surface water and stormwater into and through the Access and Drainage Easement Parcel and the right to construct, maintain and repair canals and other drainage structures under and upon the Access and Drainage Easement Parcel. Any utilities installed within the Access and Drainage Easement Parcel by GRANTEE shall be so installed in locations, and in accordance with the plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Access and Drainage Easement Parcel and to install, maintain, repair, replace, remove and/or relocate drainage and related improvements and utilities in, over, under, upon and/or across the Access and Drainage Easement Parcel, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard to the rights of the other party to use and enjoy the Access and Drainage Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Access and Drainage Easement Parcel in such a way as to impair the right of the other party to use the Access and Drainage Easement Parcel and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of drainage improvements thereon). The access rights granted with respect to the Access and Drainage Easement Parcel hereunder are hereby expressly limited to use for the purposes of constructing, maintaining, repairing, reconstructing and improving drainage and related facilities located on Parcel 5 described in Exhibit "A" of this Special Warranty Deed.

RESERVATION OF EASEMENTS

GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE hereby gives and grants unto GRANTOR a twenty-five foot (25') wide landscape buffer, sidewalk/trail and utility easement along the eastern boundary of the Property and adjacent to the proposed right-of-way of a planned roadway along the eastern boundary of the Property (hereinafter referred to as the "Planned Roadway"). Such easement shall be non-exclusive and perpetual.

The non-exclusive easement reserved hereby encumbering the real property described hereinabove (hereinafter referred to as the "Landscape Easement Parcel") shall include a non-exclusive easement for ingress and egress over, upon and across the Landscape Easement Parcel, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across the Landscape Easement Parcel. The easement retained with respect to the Landscape Easement Parcel is non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Landscape Easement Parcel and to install, maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Landscape Easement Parcel or any part thereof; provided, however, that any utilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Landscape Easement Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR.

In addition to the foregoing, GRANTOR hereby retains and reserves the right to construct, maintain, relocate and repair sidewalks and related features within the Landscape Easement Parcel.

The easement rights reserved herein shall also include the right of GRANTOR to plant, mow, cultivate, relocate, irrigate, maintain and care for the landscaping and related aesthetic features within the Landscape Easement Parcel in the event that GRANTEE fails to discharge its obligation in that regard in accordance with the provisions governing such obligation set forth in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow. Moreover, GRANTOR, at GRANTOR's option and at GRANTOR's expense, shall have the right to plant, mow, cultivate, relocate, irrigate, maintain and care for landscaping and related aesthetic features in a manner which exceeds the standard provided for in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow; provided, however, that the exercise of such right on the part of GRANTOR shall in no event preclude or impair access to, or the visibility of, the Property, or the buildings and improvements constructed or erected upon the Property, or any part thereof.

The non-exclusive easement reserved hereby is subject to the rights of GRANTEE and GRANTEE's invitees for ingress and egress to and from the Property from and to the Planned Roadway. Specifically, GRANTEE's access to the Property from the Planned Roadway shall be of a width and character not exceeding that permitted by Brevard County, Florida, or any governmental body or agency having jurisdiction over such matters.

Each party shall use the rights granted and reserved by this instrument with respect to the Landscape Easement Parcel

with due regard for the rights of the other party to use and enjoy the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Landscape Easement Parcel in such a way as to impair the right to the other party to use the Landscape Easement Parcel, and neither party shall obstruct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Landscape Easement Parcel by GRANTOR or GRANTEE, and either party shall have the right to remove and clear and to keep clear all buildings, fences, structures or materials from the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall destroy, damage, remove or interfere with any landscaping, trees, grass, plants or plant materials which may be placed or established by the other party within the Landscape Easement Parcel (except as otherwise expressly set forth herein), or in any manner obstruct, impede or interfere with the rights of either party as to the Landscape Easement Parcel and their respective rights of ingress and egress thereto.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE gives and grants unto GRANTOR, a non-exclusive easement for drainage over, upon, under and through those certain parcels of real property (hereinafter referred to as the "Drainage Easement Parcels"), more particularly described in Exhibit "F", attached hereto and made a part hereof, together with the right to use and drain surface water into and through the Drainage Easement Parcels, the right to construct, maintain and repair canals and other drainage structures under and upon the Drainage Easement Parcels, the right to install, maintain, repair and replace improvements across the Drainage Easement Parcels, and the right to otherwise utilize the Drainage Easement Parcels for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. GRANTEE shall utilize the rights granted hereunder with due regard to the rights of other persons and entities to use and enjoy the Drainage Easement Parcels. The easement rights reserved herein with respect to the Drainage Easement Parcels are non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Drainage Easement Parcels and to install, maintain, repair, replace, remove and/or relocate stormwater drainage facilities in, over, under, upon and/or across the Drainage Easement Parcels, or any part thereof; provided, however, that any stormwater drainage facilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Drainage Easement Parcels shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Drainage Easement Parcels with due regard for the rights of the other party to use and enjoy the Drainage Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Drainage

Easement Parcels in such a way as to impair the right of the other party to use the Drainage Easement Parcels, and neither party shall construct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Drainage Easement Parcels, except in accordance with plans and specifications approved in advance and in writing by GRANTOR.

RIGHT OF REVERTER

GRANTEE has represented to GRANTOR that the Property will be improved by the construction thereon of spring training practice facilities (hereinafter referred to as the "Spring Training Facilities"), associated with the sports stadium (hereinafter referred to as the "Stadium") to be constructed upon property adjacent to, and in the vicinity of, the Property, which Stadium shall be used for GRANTEE's spring training exhibition games, and that the Property shall be utilized only for the purposes of constructing and operating thereon the Spring Training Facilities. Such representation is a material inducement to this conveyance. Accordingly, by acceptance of this conveyance, GRANTEE, for itself, its assigns and successors-in-interest, and/or title, agrees that if the construction of the Spring Training Facilities on the Property has not commenced (as evidenced by the issuance of a building permit for the Spring Training Facilities, the securing of funds for the complete construction of the Spring Training Facilities, and the actual commencement of construction pursuant to a construction contract entered into for the complete construction of the Spring Training Facilities) on or before one (1) year from and after the date of this special warranty deed, then, and in such event, all right, title, interest and estate of GRANTEE and its assigns and successors-in-interest and/or title in or with respect to the Property shall in all respects automatically cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property shall revert to and vest in GRANTOR, its successors and assigns. Upon the commencement of construction (evidenced as provided hereinabove) within such one (1) year period, GRANTOR agrees to release the foregoing right of reverter of record.

RIGHT OF REENTRY

GRANTOR hereby conveys title to the Property to GRANTEE on the express condition that the Property shall always be used as a major league spring training practice facility in conjunction with the Stadium. GRANTEE, for itself, its assigns and successors-in-interest and/or title, by acceptance of this conveyance, agrees that the Property shall always be used as a major league spring training practice facility in conjunction

with the Stadium and that such use is an express condition to this conveyance and GRANTEE's title to the Property. If the Property ceases to be used as a major league spring training practice facility in conjunction with the Stadium (other than any cessation caused by strike, work stoppage or other similar event which results in a temporary cessation of such use) then, in such event, at the option of GRANTOR, all right, title, interest and estate of GRANTEE and its assigns and successors-in-interest and/or title in or with respect to the Property shall in all respects cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property shall revert to and vest in GRANTOR, its successors and assigns.

RESTRICTIVE COVENANTS

GRANTOR owns and holds the fee simple title to certain real property adjacent or in proximity to the Property. Accordingly, GRANTOR has, and will continue to have, a substantial interest in the manner of development and use of the Property and all portions thereof as well as the kind, character, design and configuration of improvements to be constructed from time to time upon any portion of the Property. By acceptance of this conveyance, GRANTEE, for itself, its assigns and successors-in-interest and/or title, agrees:

1. The Property shall be utilized, developed and improved only in accordance with the following:

(a) The Property shall be utilized only for the Spring Training Facilities and related parking and landscaping as required by Brevard County, Florida or other applicable governmental authorities.

(b) GRANTEE, at its sole cost and expense, shall keep the buildings, land and landscaping, grounds and parking areas constructed or from time to time existing thereon in a well-maintained, safe, good, clean and attractive condition at all times.

(c) No part of any improvements shall be constructed or placed on any portion of the Property within twenty-five feet (25') of any property line.

(d) No vehicles (other than passenger vehicles, utility pickup trucks and buses and other vehicles which may be utilized to transport athletic team members and equipment) may be parked on any portion of the Property other than those that are transporting passengers for activities or events then transpiring or occurring on the Property. No overnight parking of buses (other than buses transporting athletic team members and

equipment), campers, semi-tractor trailers, mobile homes, boats, trailers or motor homes shall be permitted upon any portion of the Property.

(e) All loading, storage, refuse and garbage facilities shall be located in an enclosed building, structure or other improvement, or shall be otherwise screened from view from public roads or adjacent or contiguous properties by means of a screening wall of material compatible with that of the buildings served by such facilities.

(f) All utility lines and facilities located or installed within the boundaries of the Property shall be located and installed underground or concealed under or within a building or other on-site improvements; provided, however, that the foregoing restrictions shall not be deemed to prohibit the following:

(1) Temporary electric power lines and telephone service poles and water lines which are incident to the construction of permanent improvements, provided the same are removed immediately following completion of construction of such permanent improvements;

(2) Above-ground electric transformers, meters and similar apparatus, provided the same are properly screened by vegetative screening; and

(3) Permanent outdoor safety light poles complying with all applicable ordinances and government rules and regulations.

(g) No billboards or advertising signs shall be erected or placed upon any portion of the Property without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld, and no flashing or moving signs shall be permitted on any portion of the Property. Only discrete identification signs or symbols relating the permitted uses described in subparagraph 1(a) hereinabove shall be permitted upon any portion of the Property. The foregoing restriction shall not apply to advertising signs or scoreboards within the interior of the Spring Training Facilities.

(h) Without the prior written consent of GRANTOR, no antennae for transmission or reception of radio or television signals, or any other form of electrical magnetic radiation, shall be erected, used or maintained on any portion of the Property outside of any building, whether attached to any improvement or otherwise. The foregoing restriction shall not apply to temporary, portable antennae utilized for telecasting activities or events then transpiring or occurring on the Property.

(i) Except during the construction of improvements, no materials, supplies or equipment shall be stored on any portion of the Property except inside of a building or structure, or behind a landscaped visual barrier. Stored materials, supplies and equipment shall, at all times, be screened from adjacent or neighboring properties and from public rights-of-way adjacent or contiguous to the boundaries of the Property.

2. No construction, installation or alteration (prior, during or subsequent to the initial construction) of any improvements, fixtures or attachments to the Property shall commence prior to submittal to and approval by GRANTOR of the architectural style, materials, methods and exterior design (including points of ingress and egress) proposed to be constructed, installed or altered on the Property, which approval shall not be unreasonably withheld. Approvals or denials will be in the reasonable discretion of GRANTOR and may be made on any basis. The appropriate portions of the plans, where required by law or as herein specified, shall be prepared, signed and sealed by a registered professional architect, landscape architect or engineer licensed to practice in the State of Florida. GRANTOR's approval of any improvements on the Property in letter form executed by a duly authorized officer of GRANTOR shall be binding upon GRANTOR.

The Restrictive Covenants set forth hereinabove are intended to constitute covenants running with the Property, and each part thereof, in all respects binding upon GRANTEE and all assigns and successors-in-interest and/or title of GRANTEE with respect to the Property and each part thereof. The Restrictive Covenants shall be binding and in full force and effect for a period of twenty (20) years from the day of recordation of this instrument in the Public Records of Brevard County, Florida, after which time said Restrictive Covenants shall be automatically extended for two twenty (20) year periods unless sooner terminated by written instrument executed by GRANTOR.

GRANTOR shall have the right, but not the duty, to enforce the above-mentioned Restrictive Covenants by actions or proceedings at law and/or in equity against any person or entity violating, or attempting to violate, any of the above-mentioned Restrictive Covenants, the permissible actions or proceedings to include, but not be limited to, actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. In connection with any action or proceeding brought by GRANTOR to enforce any of the above-mentioned Restrictive Covenants, GRANTOR shall be entitled to recover all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding. The right to enforce the Restrictive Covenants set forth hereinabove shall be limited to GRANTOR and any persons or entities to which such right of enforcement is specifically granted by written

instrument recorded in the Public Records of Brevard County, Florida. A successor-in-title of GRANTOR shall not, by virtue of such status alone, have the right to enforce the Restrictive Covenants set forth hereinabove unless the instrument or instruments by which title is conveyed to such successor-in-title specifically assigns such right to enforce said Restrictive Covenants.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

THE VIERA COMPANY

By:

Name: Perry J. Reader
Title: Vice President

7380 Murrell Road, Ste. 201
Melbourne, Florida 32940

Print Name: Vicki L. Berman

Dawna L. Curry
Print Name: Dawna L. Curry

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before this 28th day of July, 1992, by PERRY J. READER of THE VIERA COMPANY, who is personally known to me ~~or who has produced~~ ~~as identification and who did not take an oath.~~

Dawna L. Curry
Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

DAWNA L. CURRY
Notary Public, State of Florida
My Comm. expires Feb. 24, 1996
Comm. No. CC177143

P:\REV\LB\TV\CV\15716DCR.10A (07/27/92)

Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL "1"

AND 33,
A PARCEL OF LAND LYING IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W,
ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE
S 89° 11' 20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00° 48' 40" W, FOR A
DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE
SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 00' 00", FOR AN ARC DISTANCE
OF 699.44 TO A POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A DISTANCE OF
386.61 FEET; THENCE N 00° 05' 55" E, FOR A DISTANCE OF 958.14 FEET, THE
POINT OF BEGINNING; THENCE CONTINUE N 00° 05' 55" E, FOR A DISTANCE OF 281.98
FEET; THENCE N 00° 15' 08" W, FOR A DISTANCE OF 1072.96 FEET; THENCE
N 68° 43' 28" E, FOR A DISTANCE OF 726.00 FEET; THENCE S 31° 25' 07" E, FOR A
DISTANCE OF 208.88 FEET; THENCE N 68° 43' 28" E, FOR A DISTANCE OF 359.02 FEET;
THENCE S 31° 25' 07" E, FOR A DISTANCE OF 890.55 FEET, TO THE WESTERLY
RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W), AND A
POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 725.00 FEET,
SAID POINT BEARS S 37° 47' 47" E, FROM THE CENTER OF SAID CURVE; THENCE
SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 06° 22' 40", FOR AN ARC DISTANCE OF 80.70 FEET
TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF
1165.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE
AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34° 03' 37", FOR AN ARC
DISTANCE OF 692.55 FEET; THENCE N 65° 28' 44" W, FOR A DISTANCE OF 103.32 FEET;
THENCE S 72° 56' 12" W, FOR A DISTANCE OF 1011.46 FEET TO THE POINT OF BEGINNING.

UNSUITABLE
FOR
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(PAGE 1 OF 3)

BK 3218 PG 1793

Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL "2"

A PARCEL OF LAND BEING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89° 11' 20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00° 48' 40" W, FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23° 18' 40" W, FOR A DISTANCE OF 481.60 FEET, TO THE POINT OF BEGINNING; THENCE S 66° 37' 23" W, FOR A DISTANCE OF 542.46 FEET; THENCE N 17° 03' 48" W, FOR A DISTANCE OF 508.65 FEET; THENCE N 72° 56' 12" E, FOR A DISTANCE OF 361.98 FEET; THENCE N 85° 25' 51" E, FOR A DISTANCE OF 188.29 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET SAID POINT BEARS S 83° 42' 34" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17° 01' 14", FOR AN ARC DISTANCE OF 346.08 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S 23° 16' 40" E, FOR A DISTANCE OF 64.10 FEET TO THE POINT OF BEGINNING.

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(PAGE 2 OF 3)

BK 3218 PG 1794

Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL "5"

A PARCEL OF LAND BEING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W,
ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET;
THENCE S 89° 11' 20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00° 48' 40" W,
FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE
TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 38' 09", FOR AN ARC
DISTANCE OF 552.27 FEET, THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 21' 51", FOR AN ARC DISTANCE
OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A
DISTANCE OF 317.25 FEET; THENCE N 72° 56' 12" E, FOR A DISTANCE OF 480.28 FEET;
THENCE S 17° 03' 48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72° 56' 12" W,
FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING.

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(PAGE 3 OF 3)

BK 3218 PG 1795

Exhibit "B"

PERMITTED EXCEPTION SCHEDULE

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official Records Book 3005, Page 3575, Public Records of Brevard County, Florida.
2. Zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities.
3. Taxes for the year of closing and subsequent years.
4. Preliminary Development Agreement dated July 10, 1992 by and between A. Duda & Sons, Inc., The Viera Company and the State of Florida, Department of Community Affairs, a Notice of which is recorded in Official Records Book 3215, Page 3152, Public Records of Brevard County, Florida.
5. Development Order issued pursuant to or as a result of the Application for Development Approval to be filed by GRANTOR pursuant to the Preliminary Development Agreement referred to in item 4 immediately hereinabove.
6. Drainage easement granted in that certain Special Warranty Deed of even date herewith from GRANTOR to Brevard County, Florida over, upon, under and through the real property described in Exhibit "F" of this Special Warranty Deed.

BK 3218 PG 1796

Exhibit "C"

DESCRIPTION BY SURVEYOR
PROPOSED FISKE BOULEVARD

A PARCEL OF LAND BEING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ALL IN BREVARD COUNTY, FLORIDA, A PORTION OF WHICH IS DESCRIBED AS TRACT 1 ON EXHIBIT "B" OF OFFICIAL RECORDS BOOK 2963, PAGE 1988, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1230.00 FEET; THENCE N 89° 11' 20" E, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES, N 00° 48' 40" W, PARALLEL WITH AND 60.00 FEET EAST OF THE SAID SECTION LINE, FOR A DISTANCE OF 3030.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", FOR AN ARC DISTANCE OF 638.14 FEET, TO A POINT OF TANGENCY; THENCE N 23° 18' 40" W, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81° 53' 33", FOR AN ARC DISTANCE OF 1665.13 FEET; THENCE S 31° 25' 07" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 150.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1015.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81° 53' 33", FOR AN ARC DISTANCE OF 1450.73 FEET, TO A POINT OF TANGENCY; THENCE S 23° 18' 40" E, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 30' 00", FOR AN ARC DISTANCE OF 697.04 FEET, TO THE POINT OF TANGENCY; THENCE S 00° 48' 40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 1930.01 FEET, TO THE NORTH LINE OF SAID O.R.B. 2963, PG. 1994, AND THE NORTHEAST CORNER OF SAID TRACT 1 O.R.B. 2963, PG. 1995; THENCE CONTINUE S 00° 48' 40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 458.00 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 2963, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S 00° 48' 40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, AND THE WEST LINE OF SAID O.R.B. 2963, PG. 1985, FOR A DISTANCE OF 394.51 FEET; THENCE S 45° 48' 40" E, ALONG SAID EAST AND WEST LINES, FOR A DISTANCE OF 180.29 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF ST. JOHNS STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1985 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 89° 11' 20" W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 187.49 FEET, TO THE WEST END OF SAID ST. JOHNS STREET; THENCE S 00° 48' 40" E, PARALLEL WITH AND 150.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 120.00 FEET; THENCE S 89° 11' 20" W, FOR A DISTANCE OF 90.00 FEET, TO THE POINT OF BEGINNING.

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BK 3218 PG 1797

Exhibit "D"

DESCRIPTION BY SURVEYOR
ACCESS ROAD

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00° 48' 40" W, ALONG THE EAST LINE OF SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89° 11' 20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00° 48' 40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 00' 00", FOR AN ARC DISTANCE OF 899.44 FEET; TO THE POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00° 05' 55" E, FOR A DISTANCE OF 347.63 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 05' 55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72° 56' 12" E, FOR A DISTANCE OF 798.02 FEET; THENCE N 85° 25' 51" E, FOR A DISTANCE OF 195.95 FEET; TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W) AND A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS S 87° 09' 09" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 26' 35" FOR AN ARC DISTANCE OF 70.01 FEET; THENCE S 85° 25' 51" W, FOR A DISTANCE OF 188.29 FEET; THENCE S 72° 56' 12" W, FOR A DISTANCE OF 811.98 FEET, TO THE POINT OF BEGINNING.

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Exhibit "E"

DESCRIPTION BY SURVEYOR
20 FOOT DRAINAGE EASEMENT

A PARCEL OF LAND BEING IN SECTION 32 TOWNSHIP 25 SOUTH, RANGE 36 EAST, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N $00^{\circ}48'40''$ W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4030.00 FEET; THENCE N $89^{\circ}11'20''$ E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE N $00^{\circ}48'40''$ W, FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1025.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $22^{\circ}30'00''$, FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE N $23^{\circ}18'40''$ W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 461.60 FEET TO THE POINT OF BEGINNING; THENCE S $66^{\circ}37'23''$ W, FOR A DISTANCE OF 594.95 FEET; THENCE N $17^{\circ}03'48''$ W, FOR A DISTANCE OF 20.12 FEET; THENCE N $66^{\circ}37'23''$ E, FOR A DISTANCE OF 592.77 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S $23^{\circ}18'40''$ E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

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BK 3218 PG 1799

Exhibit " F "

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DESCRIPTION BY SURVEYOR
PARCEL "5"

A PARCEL OF LAND BEING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00° 48' 40" W,
ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET;
THENCE S 89° 11' 20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00° 48' 40" W,
FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE
TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 38' 09", FOR AN ARC
DISTANCE OF 552.27 FEET, THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE
ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 21' 51", FOR AN ARC DISTANCE
OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35° 48' 40" W, FOR A
DISTANCE OF 317.25 FEET; THENCE N 72° 56' 12" E, FOR A DISTANCE OF 480.28 FEET;
THENCE S 17° 03' 48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72° 56' 12" W,
FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING.

AND

DESCRIPTION BY SURVEYOR
DRAINAGE EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST,
BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH,
RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00° 48' 40" W, ALONG THE
EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE
S 89° 11' 20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00° 48' 40" W, FOR
A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO
THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 00' 00", FOR AN ARC
DISTANCE OF 699.44 FEET; THENCE N 35° 48' 40" W, FOR A DISTANCE OF 386.61
FEET; THENCE N 00° 05' 55" E, FOR A DISTANCE OF 958.14 FEET, TO THE POINT
OF BEGINNING; THENCE CONTINUE N 00° 05' 55" E, FOR A DISTANCE OF 281.98
FEET; N 00° 15' 08" W, FOR A DISTANCE OF 298.82 FEET; THENCE S 61° 40' 41" E,
FOR A DISTANCE OF 780.34 FEET; THENCE S 72° 56' 12" W, FOR A DISTANCE OF
717.69 FEET TO THE POINT OF BEGINNING;

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BK3218PG1800

②
\$ 100.50 rec.
\$ 70.00 doc. stamps
\$ 101.20

This Instrument Prepared By
And To Be Returned To:
Vicki L. Berman, Esquire
DEAN, MEAD, SPIELVOGEL & GOLDMAN
7380 Murrell Road, Suite 100
Melbourne, Florida 32940
(407) 259-8900

Scruvener
Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 22 # Names 2
Trust Fund 11.50 Rec Fee 89.00
Stamp-Deed 20 Excise Tx _____
Stamp-Mtg _____ Int-Tx _____
Service Chg _____ Refund _____

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED made as of the 28th day of July, 1992 by THE VIERA COMPANY, a Florida corporation, having its principal place of business at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940 (hereinafter referred to as "GRANTOR"), to BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose post office address is Brevard County Government Operations Center, 2725 St. Johns Street, Building C, Melbourne, Florida 32940 (hereinafter referred to as "GRANTEE").

278936

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the successors and assigns of corporations.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE all that certain land situate in Brevard County, Florida described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

92 NOV 16 AM 11:11

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple; that GRANTOR has good right and lawful authority to sell and convey the Property; and that GRANTOR hereby warrants the title to the

THIS CORRECTIVE SPECIAL WARRANTY DEED IS BEING EXECUTED, DELIVERED AND RECORDED IN ORDER TO CORRECT THE SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTIONS CONTAINED IN THE EXHIBITS TO THAT CERTAIN SPECIAL WARRANTY DEED DATED JULY 28, 1992 AND RECORDED IN OFFICIAL RECORDS BOOK 3218, PAGE 1766, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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3245

PAGE
2405

Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR. This conveyance is made subject to those matters set forth in Exhibit "B", attached hereto and made a part hereof.

GRANT OF EASEMENTS

GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress over, upon and across those certain parcels of real property (hereinafter collectively referred to as the "Temporary Access Easement Parcels" and individually referred to as a "Temporary Access Easement Parcel"), more particularly described in Exhibit "C" and Exhibit "D", attached hereto and made a part hereof, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across said Temporary Access Easement Parcels. Any utilities installed within the Temporary Access Easement Parcels by GRANTEE shall be so installed in locations, and in accordance with plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. GRANTOR and GRANTEE anticipate that GRANTOR shall, before or after construction, at the same time or at different times, of roadways upon either or both of the Temporary Access Easement Parcels, convey, at the same time or at different times, either or both of the Temporary Access Easement Parcels to the appropriate governmental entity for dedication as and for a public road. All easements, rights and interests granted hereby to GRANTEE, its assigns and successors-in-interest and title, with respect to the Temporary Access Easement Parcel so dedicated shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect upon such conveyance and dedication of the Temporary Access Easement Parcel so dedicated to the appropriate governmental entity and acceptance thereof by such governmental entity. Furthermore, while the foregoing provisions are self-operative, GRANTEE, for itself and its assigns and successors-in-interest and/or title, agrees that, upon conveyance and dedication (and acceptance) of the Temporary Access Easement Parcel so dedicated as and for a public road, GRANTEE shall execute, acknowledge and deliver to GRANTOR, within ten (10) days following written request therefor, such instrument or instruments in recordable form as shall be necessary or desirable to evidence and confirm, of record, the termination and extinguishment of all rights, easements and interests of GRANTEE, and its assigns and successors-in-interest and/or title, in and to the Temporary Access Easement Parcel so dedicated. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Temporary Access Easement Parcels and to install, maintain,

repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and/or across the Temporary Access Easement Parcels, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard for the rights of the other party to use and enjoy the Temporary Access Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Temporary Access Easement Parcels in such a way as to impair the right of the other party to use the Temporary Access Easement Parcels and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of roadway improvements thereon).

In addition to the foregoing easements, GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for drainage over, upon and across those certain parcels of real property (hereinafter referred to as the "Drainage Easement Parcels"), more particularly described in Exhibit "E", attached hereto and made a part hereof. Any utilities installed within the Drainage Easement Parcels by GRANTEE shall be so installed in locations, and in accordance with the plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. This Grant of Easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Drainage Easement Parcels, to install, maintain, repair, replace, remove and/or relocate drainage and related improvements in, over, under, upon and/or across the Drainage Easement Parcels, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard to the rights of the other party to use and enjoy the Drainage Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Drainage Easement Parcels in such a way as to impair the right of the other party to use the Drainage Easement Parcels and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of drainage improvements thereon).

In addition to the foregoing easements, GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress and drainage over, upon and across that certain parcel of real property (hereinafter referred to as the "Access and Drainage Easement Parcel"), more particularly described in Exhibit "F", attached hereto and made a part hereof, together with the right to use, pass, repass over the Access and Drainage Easement Parcel, install, maintain, repair and replace utilities in, over, under, upon and across said Access and Drainage Easement Parcel, the right to use and drain surface water and stormwater into and through the Access

and Drainage Easement Parcel and the right to construct, maintain and repair canals and other drainage structures under and upon the Access and Drainage Easement Parcel. Any utilities installed within the Access and Drainage Easement Parcel by GRANTEE shall be so installed in locations, and in accordance with the plans and specifications, approved in advance and in writing by GRANTOR, which approvals shall not be unreasonably withheld. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Access and Drainage Easement Parcel and to install, maintain, repair, replace, remove and/or relocate drainage and related improvements and utilities in, over, under, upon and/or across the Access and Drainage Easement Parcel, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard for the rights of the other party to use and enjoy the Access and Drainage Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Access and Drainage Easement Parcel in such a way as to impair the right of the other party to use the Access and Drainage Easement Parcel and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of drainage improvements thereon).

In addition to the foregoing easements, GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for driveway and parking purposes over, upon and across that certain parcel of real property (hereinafter referred to as the "Driveway and Parking Easement Parcel"), more particularly described in Exhibit "G", attached hereto and made a part hereof. In addition, GRANTEE shall have the right to utilize the Driveway and Parking Easement Parcel for purposes of obtaining access to the Access and Drainage Easement Parcel for the purposes for which the easement rights affecting the Access and Drainage Easement Parcel are hereby granted. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title the non-exclusive right to use, pass and repass over and upon the Driveway and Parking Easement Parcel and to install, maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Driveway and Parking Easement Parcel, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard to the rights of the other party to use and enjoy the Driveway and Parking Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Driveway and Parking Easement Parcel in such a way as to impair the right of the other party to use the Driveway and Parking Easement Parcel and neither shall obstruct passage thereon.

In addition to the foregoing easements, GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress over, upon and across those certain parcels of real property (hereinafter referred to as the "Access Easement Parcels"), more particularly described in Exhibit "H", attached hereto and made a part hereof, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across said Access Easement Parcels. Any utilities installed within the Access Easement Parcels by GRANTEE shall be so installed in locations, and in accordance with plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title the non-exclusive right to use, pass and repass over and upon the Access Easement Parcels and to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and/or across the Access Easement Parcels, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard to the rights of the other party to use and enjoy the Access Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Access Easement Parcels in such a way as to impair the right of the other party to use the Access Easement Parcels and neither shall obstruct passage thereon.

RESERVATION OF EASEMENTS

GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE hereby gives and grants unto GRANTOR a twenty-five foot (25') wide landscape buffer, sidewalk/trail and utility easement along the eastern boundary of the Property and adjacent to the proposed right-of-way of planned roadway along the eastern boundary of the Property (hereinafter referred to as the "Planned Roadway"). Such easement shall be non-exclusive and perpetual.

The non-exclusive easement reserved hereby encumbering the real property described hereinabove (hereinafter referred to as the "Landscape Easement Parcel") shall include a non-exclusive easement for ingress and egress over, upon and across the Landscape Easement Parcel, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across the Landscape Easement Parcel. The easement retained with respect to the Landscape Easement Parcel is non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Landscape Easement Parcel and to install, maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Landscape Easement Parcel or any part thereof; provided, however, that any utilities installed, repaired, replaced and/or relocated in,

over, under, upon or across the Landscape Easement Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR.

In addition to the foregoing, GRANTOR hereby retains and reserves the right to construct, maintain, relocate and repair sidewalks and related features within the Landscape Easement Parcel.

The easement rights reserved herein shall also include the right of GRANTOR to plant, mow, cultivate, relocate, irrigate, maintain and care for the landscaping and related aesthetic features within the Landscape Easement Parcel in the event that GRANTEE fails to discharge its obligation in that regard in accordance with the provisions governing such obligation set forth in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow. Moreover, GRANTOR, at GRANTOR's option and at GRANTOR's expense, shall have the right to plant, mow, cultivate, relocate, irrigate, maintain and care for landscaping and related aesthetic features in a manner which exceeds the standard provided for in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow; provided, however, that the exercise of such right on the part of GRANTOR shall in no event preclude or impair access to, or the visibility of, the Property, or the buildings and improvements constructed or erected upon the Property, or any part thereof.

The non-exclusive easement reserved hereby is subject to the rights of GRANTEE and GRANTEE's invitees for ingress and egress to and from the Property from and to the Planned Roadway. Specifically, GRANTEE's access to the Property from the Planned Roadway shall be of a width and character not exceeding that permitted by Brevard County, Florida, or any governmental body or agency having jurisdiction over such matters.

Each party shall use the rights granted and reserved by this instrument with respect to the Landscape Easement Parcel with due regard for the rights of the other party to use and enjoy the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Landscape Easement Parcel in such a way as to impair the right to the other party to use the Landscape Easement Parcel, and neither party shall obstruct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Landscape Easement Parcel by GRANTOR or GRANTEE, and either party shall have the right to remove and clear and to keep clear all buildings, fences, structures or materials from the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall destroy, damage, remove or interfere with any landscaping, trees, grass, plants or plant materials which may be placed or established by the other party within the Landscape Easement Parcel (except as

otherwise expressly set forth herein), or in any manner obstruct, impede or interfere with the rights of either party as to the Landscape Easement Parcel and their respective rights of ingress and egress thereto.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE hereby gives and grants unto GRANTOR and GRANTOR's successor-in-title to certain property located in the vicinity of the Property, Florida Marlins Baseball, Ltd. (hereinafter referred to as the "Marlins") and the successors in title to the Marlins, a non-exclusive easement for ingress and egress over, upon and through that certain parcel of real property (hereinafter referred to as the "Temporary Access Easement Westerly Parcel"), more particularly described in Exhibit "I", attached hereto and made a part hereof, together with the right to use, pass and repass over the Temporary Access Easement Westerly Parcel, to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and across the Temporary Access Easement Westerly Parcel, the right to install, maintain, repair and replace improvements across the Temporary Access Easement Westerly Parcel, and the right to otherwise utilize the Temporary Access Easement Westerly Parcel for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. GRANTEE shall utilize the rights granted hereunder with due regard to the rights of other persons and entities to use and enjoy the Temporary Access Easement Westerly Parcel. The easement rights reserved herein with respect to the Temporary Access Easement Westerly Parcel are non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Temporary Access Easement Westerly Parcel and to install, maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Temporary Access Easement Westerly Parcel, or any part thereof; provided, however, that any utilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Temporary Access Easement Westerly Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Temporary Access Easement Westerly Parcel with due regard for the rights of the other party to use and enjoy the Temporary Access Easement Westerly Parcel. Neither GRANTOR nor GRANTEE shall use the Temporary Access Easement Westerly Parcel in such a way as to impair the right of the other party to use the Temporary Access Easement Westerly Parcel, and neither party shall construct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Temporary Access Easement Westerly Parcel, except in accordance with plans and specifications approved in advance and in writing by GRANTOR.

RIGHT OF REVERTER

GRANTEE has represented to GRANTOR that the Property will be improved by the construction thereon of a sports stadium (hereinafter referred to as the "Stadium"), and that the Property shall be utilized only for the purposes of constructing and operating thereon the Stadium (as provided in subparagraph 1(a) of the Restrictive Covenants contained hereinbelow). Accordingly, by acceptance of this conveyance, GRANTEE, for itself, its assigns and successors in interest, and/or title, agrees that if the construction of the Stadium on the Property has not commenced (as evidenced by the issuance of a building permit for the Stadium, the securing of funds for the complete construction of the Stadium, and the actual commencement of construction pursuant to a construction contract entered into for the complete construction of the Stadium) on or before three (3) years from and after the date of this special warranty deed, then, and in such event, all right, title, interest and estate of GRANTEE and its assigns and successors in interest and/or title in or with respect to the Property shall in all respects cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property shall revert to and vest in GRANTOR, its successors and assigns. Upon the commencement of construction (evidenced as provided hereinabove) within such three (3) year period, GRANTOR agrees to release the foregoing right of reverter of record.

RESTRICTIVE COVENANTS

GRANTOR owns and holds the fee simple title to certain real property adjacent or in proximity to the Property. Accordingly, GRANTOR has, and will continue to have, a substantial interest in the manner of development and use of the Property and all portions thereof as well as the kind, character, design and configuration of improvements to be constructed from time to time upon any portion of the Property. By acceptance of this conveyance, GRANTEE, for itself, its assigns and successors in interest and/or title, agrees:

1. The Property shall be utilized, developed and improved only in accordance with the following:

(a) The Property shall be utilized only for the sports stadium and related parking and landscaping as required by Brevard County, Florida or other applicable governmental authorities. It is understood and agreed that the use of the sports stadium may include public entertainment and public events in addition to sporting events.

(b) GRANTEE, at its sole cost and expense, shall keep the buildings, land and landscaping, grounds and parking areas constructed or from time to time existing thereon in a well-maintained, safe, good, clean and attractive condition at all times.

(c) No part of any improvements shall be constructed or placed on any portion of the Property within twenty-five feet (25') of any property line.

(d) No maintenance vehicles, school buses or other county vehicles (other than passenger vehicles and utility pickup trucks) may be parked on any portion of the Property other than those that are transporting passengers for activities or events then transpiring or occurring on the Property. No overnight parking of buses, campers, mobile homes, boats, trailers or motor homes shall be permitted upon any portion of the Property.

(e) All loading, storage, refuse and garbage facilities shall be located in an enclosed building, structure or other improvement, or shall be otherwise screened from view from public roads or adjacent or contiguous properties by means of a screening wall of material compatible with that of the buildings served by such facilities.

(f) All utility lines and facilities located or installed within the boundaries of the Property shall be located and installed underground or concealed under or within a building or other on-site improvements; provided, however, that the foregoing restrictions shall not be deemed to prohibit the following:

(1) Temporary electric power lines and telephone service poles and water lines which are incident to the construction of permanent improvements, provided the same are removed immediately following completion of construction of such permanent improvements;

(2) Above-ground electric transformers, meters and similar apparatus, provided the same are properly screened by vegetative screening; and

(3) Permanent outdoor safety light poles complying with all applicable ordinances and government rules and regulations.

(g) No billboards or advertising signs shall be erected or placed upon any portion of the Property without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld, and no flashing or moving signs shall be permitted on any portion of the Property. Only discrete identification signs or symbols relating the permitted uses

described in subparagraph 1(a) hereinabove shall be permitted upon any portion of the Property. The foregoing restriction shall not apply to advertising signs within the interior of the sports stadium or to any scoreboard.

(h) Without the prior written consent of GRANTOR, no antennae for transmission or reception of radio or television signals, or any other form of electrical magnetic radiation, shall be erected, used or maintained on any portion of the Property outside of any building, whether attached to any improvement or otherwise. The foregoing restriction shall not apply to temporary, portable antennae utilized for telecasting activities or events then transpiring or occurring on the Property.

(i) Except during the construction of improvements, no materials, supplies or equipment shall be stored on any portion of the Property except inside of a building or structure, or behind a landscaped visual barrier. Stored materials, supplies and equipment shall, at all times, be screened from adjacent or neighboring properties and from public rights-of-way adjacent or contiguous to the boundaries of the Property.

2. No construction, installation or alteration (prior, during or subsequent to the initial construction) of any improvements, fixtures or attachments to the Property shall commence prior to submittal to and approval by GRANTOR of the architectural style, materials, methods and exterior design (including points of ingress and egress) proposed to be constructed, installed or altered on the Property, which approval shall not be unreasonably withheld. Approvals or denials will be in the reasonable discretion of GRANTOR and may be made on any basis. The appropriate portions of the plans, where required by law or as herein specified, shall be prepared, signed and sealed by a registered professional architect, landscape architect or engineer licensed to practice in the State of Florida. GRANTOR's approval of any improvements on the Property in letter form executed by a duly authorized officer of GRANTOR shall be binding upon GRANTOR.

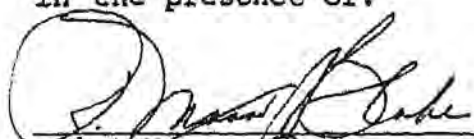
The restrictive covenants set forth hereinabove are intended to constitute covenants running with the Property, and each part thereof, in all respects binding upon GRANTEE and all assigns and successors in interest and/or title of GRANTEE with respect to the Property and each part thereof. The restrictive covenants shall be binding and in full force and effect for a period of twenty (20) years from the day of recordation of this instrument in the Public Records of Brevard County, Florida, after which time said restrictive covenants shall be automatically extended for two twenty (20) year periods unless sooner terminated by written instrument executed by GRANTOR. GRANTOR shall have the right, but not the duty, to enforce the

above-mentioned restrictive covenants by actions or proceedings at law and/or in equity against any person or entity violating, or attempting to violate, any of the above-mentioned restrictive covenants, the permissible actions or proceedings to include, but not be limited to, actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. In connection with any action or proceeding brought by GRANTOR to enforce any of the above-mentioned restrictive covenants, GRANTOR shall be entitled to recover all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding. The right to enforce the restrictive covenants set forth hereinabove shall be limited to GRANTOR and any persons or entities to which such right of enforcement is specifically granted by written instrument recorded in the Public Records of Brevard County, Florida. A successor in title of GRANTOR shall not, by virtue of such status alone, have the right to enforce the restrictive covenants set forth hereinabove unless the instrument or instruments by which title is conveyed to such successor in title specifically assigns such right to enforce said restrictive covenants.

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:


Print Name: P. Mrazek

THE VIERA COMPANY,
a Florida corporation
By: 
Name: JOSEPH A. DUDA
Title: PRESIDENT


Print Name: Vicki L. Gorman

7380 Murrell Road, Ste. 20
Melbourne, Florida 32940

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 9th day of November, 1992, by JOSEPH A. DUDA, as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person did not take an oath and is personally known to me.



Name: BETTY A. DEESE
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____




JOINDER

FLORIDA MARLINS BASEBALL, LTD., a Florida limited partnership (hereinafter referred to as the "Marlins"), hereby joins in the execution of this Corrective Special Warranty Deed for the sole purpose of extinguishing any right, title and interest in and to the property described in Exhibit "A", attached hereto, which right, title and interest may have been granted by virtue of that certain Special Warranty Deed in favor of the Marlins recorded in Official Records Book 3218, Page 1783, Public Records of Brevard County, Florida, except as to any such right, title and interest which may be granted in that certain Corrective Special Warranty Deed executed by The Viera Company in favor of the Marlins and recorded immediately following this Corrective Special Warranty Deed. It is the intent of the parties that the Corrective Special Warranty Deed in favor of the Marlins supersede in its entirety the Special Warranty Deed recorded in Official Records Book 3218, Page 1783, Public Records of Brevard County, Florida and to the extent that any right, title and interest was granted by virtue of said Special Warranty Deed in excess of the right, title and interest granted by virtue of said Corrective Special Warranty Deed in favor of the Marlins, the Marlins hereby quit-claim any such excess right, title and interest to the GRANTEE. Nothing contained herein shall operate to limit any right, title and interest granted to the Marlins in and to the property described in Exhibit "A" by virtue of said Corrective Special Warranty Deed in favor of the Marlins.


Signed, sealed and delivered
in the presence of:


Print Name: M. Bruce Schutze


Print Name: JONATHAN D. MARINER

FLORIDA MARLINS BASEBALL, LTD.,
a Florida limited partnership

By: FLORIDA MARLINS, INC., a
Florida corporation, its
general partner

By: 
Name: Richard L. Andersen
Title: Vice President

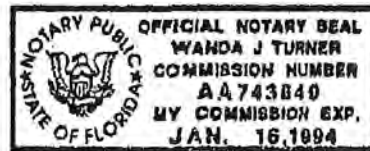


STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 10th day of November, 1992, by RICHARD L. ANDERSON, as Vice President of FLORIDA MARLINS, INC., a Florida corporation, a general partner on behalf of FLORIDA MARLINS BASEBALL, LTD., a Florida limited partnership. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Wanda J. Turner
Print Name: Wanda J. Turner
Notary Public, State of Florida
Commission No.: AA 743849
My Commission Expires: 1/16/94



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Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL 3

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 290.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°11'20" W, FOR A DISTANCE OF 373.56 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 597.65 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 443.69 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 363.95 FEET; THENCE N 59°04'20" E, FOR A DISTANCE OF 235.98 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE S 23°18'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 445.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1625.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°22'09", FOR AN ARC DISTANCE OF 606.06 FEET; THENCE S 68°30'17" W, FOR A DISTANCE OF 373.93 FEET; THENCE S 00°48'40" E, FOR A DISTANCE OF 110.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 16.293 ACRES MORE OR LESS.

DESCRIPTION BY SURVEYOR
PARCEL 6

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 317.25 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE N 35°48'40" W, FOR A DISTANCE OF 69.36 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 958.14 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 1011.46 FEET; THENCE S 65°28'44" E, ALONG A RADIAL LINE FOR A DISTANCE OF 103.32 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE, OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W) AND A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1165.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°22'07", FOR AN ARC DISTANCE OF 556.49 FEET; THENCE S 85°25'51" W, FOR A DISTANCE OF 195.95 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 419.64 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 467.83 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 480.28 FEET, TO THE POINT OF BEGINNING. CONTAINING 17.133 ACRES MORE OR LESS.

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Exhibit "B"

PERMITTED EXCEPTION SCHEDULE

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official Records Book 3005, Page 3575, Public Records of Brevard County, Florida.
2. Zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities.
3. Taxes for the year of closing and subsequent years.
4. Preliminary Development Agreement dated July 10, 1992 by and between A. Duda & Sons, Inc., The Viera Company and the State of Florida, Department of Community Affairs, a Notice of which is recorded in Official Records Book 3215, Page 3152, Public Records of Brevard County, Florida.
5. Development Order issued pursuant to or as a result of the Application for Development Approval to be filed by GRANTOR pursuant to the Preliminary Development Agreement referred to in item 4 immediately hereinabove.

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Exhibit "C"

DESCRIPTION BY SURVEYOR
PROPOSED FISKE BOULEVARD

A PARCEL OF LAND BEING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ALL IN BREVARD COUNTY, FLORIDA, A PORTION OF WHICH IS DESCRIBED AS TRACT 1 ON EXHIBIT "B" OF OFFICIAL RECORDS BOOK 2963, PAGE 1994, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1230.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES, N 00°48'40" W, PARALLEL WITH AND 60.00 FEET EAST OF THE SAID SECTION LINE, FOR A DISTANCE OF 3030.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO A POINT OF TANGENCY; THENCE N 23°18'40" W, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1665.13 FEET; THENCE S 31°25'07" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 150.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1015.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1450.73 FEET, TO A POINT OF TANGENCY; THENCE S 23°18'40" E, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 697.04 FEET, TO THE POINT OF TNAGENCY; THENCE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 1930.01 FEET, TO THE NORTH LINE OF SAID O.R.B. 2963, PG. 1994, AND THE NORTHEAST CORNER OF SAID TRACT 1 O.R.B. 2963, PG. 1995; THENCE CONTINUE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 458.00 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 2963, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, AND THE WEST LINE OF SAID O.R.B. 2963, PG. 1985, FOR A DISTANCE OF 394.51 FEET; THENCE S 45°48'40" E, ALONG SAID EAST AND WEST LINES, FOR A DISTANCE OF 180.29 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF ST. JOHNS STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1985 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 89°11'20" W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 187.49 FEET, TO THE WEST END OF SAID ST. JOHNS STREET; THENCE S 00°48'40" E, PARALLEL WITH AND 150.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 120.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 90.00 FEET, TO THE POINT OF BEGINNING, LESS THE PORTION THEREOF DESCRIBED AS TRACT 1 IN EXHIBIT "D" TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1988, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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Exhibit "D"

TEMPORARY ACCESS EASEMENT
EASTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.63 FEET; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.28 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 72°56'12" E, FOR A DISTANCE OF 419.64 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 195.95 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W) AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS N 87°09'09" E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'35", FOR AN ARC DISTANCE OF 70.01 FEET; THENCE S 85°25'51" W, FOR A DISTANCE OF 188.29 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 411.98 FEET; THENCE N 17°03'48"W, FOR A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.976 ACRES MORE OR LESS.

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Exhibit "E"

DESCRIPTION BY SURVEYOR
PARCEL 5

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'09", FOR AN ARC DISTANCE OF 552.27 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'51", FOR AN ARC DISTANCE OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 317.25 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 480.28 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.127 ACRES MORE OR LESS.

DESCRIPTION BY SURVEYOR
DRAINAGE EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 958.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 281.98 FEET; N 00°15'08" W, FOR A DISTANCE OF 298.82 FEET; THENCE S 61°40'41" E, FOR A DISTANCE OF 780.34 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 717.69 FEET TO THE POINT OF BEGINNING; CONTAINING 4.570 ACRES MORE OR LESS.

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Exhibit "F"

DESCRIPTION BY SURVEYOR
20 FOOT DRAINAGE EASEMENT

A PARCEL OF LAND BEING IN SECTION 32 TOWNSHIP 25 SOUTH, RANGE 36 EAST, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE N 00°48'40" W, FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE N 23°18'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 461.60 FEET TO THE POINT OF BEGINNING; THENCE S 66°37'23" W, FOR A DISTANCE OF 594.95 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 20.12 FEET; THENCE N 66°37'23" E, FOR A DISTANCE OF 592.77 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 23°18'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.273 ACRES MORE OR LESS.

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Exhibit "G"

DESCRIPTION BY SURVEYOR
DRIVEWAY AND PARKING EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET, TO THE POINT OF BEGINNING; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 313.95 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 32.33 FEET; THENCE N 66°37'23" E, FOR A DISTANCE OF 542.46 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 23°18'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 35.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.627 ACRES MORE OR LESS.

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Exhibit "H"

DESCRIPTION BY SURVEYOR
ACCESS EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 313.95 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S 72°56'12" W, FOR A DISTANCE OF 50.00 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 540.98 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 50.00 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 540.98 FEET; TO THE POINT OF BEGINNING. CONTAINING 0.621 ACRES MORE OR LESS.

DESCRIPTION BY SURVEYOR
SOUTH ACCESS EASEMENT

A PARCEL OF LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 3990.00 FEET, TO THE POINT OF BEGINNING; THENCE S 89°11'20" W, FOR A DISTANCE OF 663.71 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 60.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 723.71 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE S 00°48'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 60.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.997 ACRES MORE OR LESS.

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Exhibit "I"

DESCRIPTION BY SURVEYOR
TEMPORARY ACCESS EASEMENT
WESTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.63 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 70.00 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 400.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.625 ACRES MORE OR LESS.

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\$ 109.50 rec. stamps
\$ 110.20

This Instrument Prepared By
And To Be Returned To:
Vicki L. Berman, Esquire
DEAN, MEAD, SPIELVOGEL & GOLDMAN
7380 Murrell Road, Suite 100
Melbourne, Florida 32940
(407) 259-8900

See instead Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 24 # Names 2
Trust Fund 250 Rec Fee 97.00
Stamp-Deed 70 Excise Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund 17.50

CORRECTIVE SPECIAL WARRANTY DEED

THIS CORRECTIVE SPECIAL WARRANTY DEED made as of the 28th day of July, 1992, by THE VIERA COMPANY, a Florida corporation, having its principal place of business at 7380 Murrell Road, Suite 201, Melbourne, Florida 32940 (hereinafter referred to as "GRANTOR"), to FLORIDA MARLINS BASEBALL, LTD., a Florida limited partnership, whose post office address is 100 Northeast 3rd Avenue, Third Floor, Ft. Lauderdale, Florida 33301 (hereinafter referred to as "GRANTEE").

178937

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the successors and assigns of corporations, trustees and partnerships.)

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE all that certain land situate in Brevard County, Florida described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Property").

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TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with GRANTEE that GRANTOR is lawfully seized of the Property in fee simple; that GRANTOR has good right and lawful authority to sell and convey the Property; and that GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR. This conveyance is made subject to those matters set forth in Exhibit "B", attached hereto and made a part hereof.

THIS CORRECTIVE SPECIAL WARRANTY DEED IS BEING EXECUTED, DELIVERED AND RECORDED IN ORDER TO CORRECT THE SCRIVENER'S ERRORS IN THE LEGAL DESCRIPTIONS CONTAINED IN THE EXHIBITS TO THAT CERTAIN SPECIAL WARRANTY DEED DATED JULY 28, 1992 AND RECORDED IN OFFICIAL RECORDS BOOK 3218, PAGE 1783, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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GRANT OF EASEMENTS

GRANTOR hereby gives and grants unto GRANTEE, its assigns and successors-in-interest and title to the Property, a non-exclusive easement appurtenant for ingress and egress over, upon and across those certain parcels of real property (hereinafter collectively referred to as the "Temporary Access Easement Parcels" and individually referred to as a "Temporary Access Easement Parcel"), more particularly described in Exhibit "C" and Exhibit "D", attached hereto and made a part hereof, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across said Temporary Access Easement Parcels. Any utilities installed within the Temporary Access Easement Parcels by GRANTEE shall be so installed in locations, and in accordance with plans and specifications, approved in advance and in writing by GRANTOR, which approval shall not be unreasonably withheld. GRANTOR and GRANTEE anticipate that GRANTOR shall, before or after construction, at the same time or at different times, of roadways upon either or both of the Temporary Access Easement Parcels, convey, at the same time or at different times, either or both of the Temporary Access Easement Parcels to the appropriate governmental entity for dedication as and for a public road. All easements, rights and interests granted hereby to GRANTEE, its assigns and successors-in-interest and title, with respect to the Temporary Access Easement Parcel so dedicated shall automatically terminate and be in all respects extinguished, null, void and of no further force and effect upon such conveyance and dedication of the Temporary Access Easement Parcel so dedicated to the appropriate governmental entity and acceptance thereof by such governmental entity. Furthermore, while the foregoing provisions are self-operative, GRANTEE, for itself and its assigns and successors-in-interest and/or title, agrees that, upon conveyance and dedication (and acceptance) of the Temporary Access Easement Parcel so dedicated as and for a public road, GRANTEE shall execute, acknowledge and deliver to GRANTOR, within ten (10) days following written request therefor, such instrument or instruments in recordable form as shall be necessary or desirable to evidence and confirm, of record, the termination and extinguishment of all rights, easements and interests of GRANTEE, and its assigns and successors-in-interest and/or title, in and to the Temporary Access Easement Parcel so dedicated. This grant of easement is non-exclusive, and GRANTOR reserves unto itself and its assigns and successors-in-interest and/or title, the non-exclusive right to use, pass and repass over and upon the Temporary Access Easement Parcels and to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and/or across the Temporary Access Easement Parcels, or any part thereof. Each party shall use the rights granted and reserved by this instrument with due regard for the rights of the other party to use and enjoy the Temporary Access Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Temporary Access Easement

Parcels in such a way as to impair the right of the other party to use the Temporary Access Easement Parcels and neither shall obstruct passage thereon (except as may be necessary in connection with the construction of roadway improvements thereon).

RESERVATION OF EASEMENTS

GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE hereby gives and grants unto GRANTOR a twenty-five foot (25') wide landscape buffer, sidewalk/trail and utility easement along the eastern boundary of the Property and adjacent to the proposed right-of-way of a planned roadway along the eastern boundary of the Property (hereinafter referred to as the "Planned Roadway"). Such easement shall be non-exclusive and perpetual.

The non-exclusive easement reserved hereby encumbering the real property described hereinabove (hereinafter referred to as the "Landscape Easement Parcel") shall include a non-exclusive easement for ingress and egress over, upon and across the Landscape Easement Parcel, together with the right to install, maintain, repair and replace utilities in, over, under, upon and across the Landscape Easement Parcel. The easement retained with respect to the Landscape Easement Parcel is non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Landscape Easement Parcel and to install, maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Landscape Easement Parcel or any part thereof; provided, however, that any utilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Landscape Easement Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR.

In addition to the foregoing, GRANTOR hereby retains and reserves the right to construct, maintain, relocate and repair sidewalks and related features within the Landscape Easement Parcel.

The easement rights reserved herein shall also include the right of GRANTOR to plant, mow, cultivate, relocate, irrigate, maintain and care for the landscaping and related aesthetic features within the Landscape Easement Parcel in the event that GRANTEE fails to discharge its obligation in that regard in accordance with the provisions governing such obligation set forth in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow. Moreover, GRANTOR, at GRANTOR's option and at GRANTOR's expense, shall have the right to plant, mow, cultivate, relocate, irrigate, maintain and care for landscaping and related aesthetic features in a manner which

exceeds the standard provided for in subparagraph 1(b) of the Restrictive Covenants contained hereinbelow; provided, however, that the exercise of such right on the part of GRANTOR shall in no event preclude or impair access to, or the visibility of, the Property, or the buildings and improvements constructed or erected upon the Property, or any part thereof.

The non-exclusive easement reserved hereby is subject to the rights of GRANTEE and GRANTEE's invitees for ingress and egress to and from the Property from and to the Planned Roadway. Specifically, GRANTEE's access to the Property from the Planned Roadway shall be of a width and character not exceeding that permitted by Brevard County, Florida, or any governmental body or agency having jurisdiction over such matters.

Each party shall use the rights granted and reserved by this instrument with respect to the Landscape Easement Parcel with due regard for the rights of the other party to use and enjoy the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Landscape Easement Parcel in such a way as to impair the right to the other party to use the Landscape Easement Parcel, and neither party shall obstruct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Landscape Easement Parcel by GRANTOR or GRANTEE, and either party shall have the right to remove and clear and to keep clear all buildings, fences, structures or materials from the Landscape Easement Parcel. Neither GRANTOR nor GRANTEE shall destroy, damage, remove or interfere with any landscaping, trees, grass, plants or plant materials which may be placed or established by the other party within the Landscape Easement Parcel (except as otherwise expressly set forth herein), or in any manner obstruct, impede or interfere with the rights of either party as to the Landscape Easement Parcel and their respective rights of ingress and egress thereto.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself and to any extent required, GRANTEE gives and grants unto GRANTOR, a non-exclusive easement for ingress and egress and drainage over, upon and across those certain parcels of real property (hereinafter referred to as the "Access Easement Parcels"), more particularly described in Exhibit "E", attached hereto and made a part hereof, together with the right to use, pass and repass over the Access Easement Parcels, to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and utilities in, over, under, upon and across the Access Easement Parcels, and the right to otherwise utilize the Access Easement Parcels for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. The easement rights reserved herein with respect to the Access Easement Parcels are non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Access Easement Parcels and to install,

maintain, repair, replace, remove and/or relocate utilities in, over, under, upon and/or across the Access Easement Parcels, or any part thereof; provided, however, that any utilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Access Easement Parcels shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Access Easement Parcels with due regard for the rights of the other party to use and enjoy the Access Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Access Easement Parcels in such a way as to impair the right of the other party to use the Access Easement Parcels, and neither party shall obstruct passage thereon.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself, and to any extent required, GRANTEE gives and grants unto GRANTOR, a non-exclusive easement for drainage over, upon, under and through those certain parcels of real property (hereinafter referred to as the "Drainage Easement Parcels"), more particularly described in Exhibit "F", attached hereto and made a part hereof, together with the right to use and drain surface water into and through the Drainage Easement Parcels, the right to construct, maintain and repair canals and other drainage structures under and upon the Drainage Easement Parcels, the right to install, maintain, repair and replace improvements across the Drainage Easement Parcels, and the right to otherwise utilize the Drainage Easement Parcels for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. GRANTEE shall utilize the rights granted hereunder with due regard to the rights of other persons and entities to use and enjoy the Drainage Easement Parcels. The easement rights reserved herein with respect to the Drainage Easement Parcels are non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Drainage Easement Parcels and to install, maintain, repair, replace, remove and/or relocate stormwater drainage facilities in, over, under, upon and/or across the Drainage Easement Parcels, or any part thereof; provided, however, that any stormwater drainage facilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Drainage Easement Parcels shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Drainage Easement Parcels with due regard for the rights of the other party to use and enjoy the Drainage Easement Parcels. Neither GRANTOR nor GRANTEE shall use the Drainage Easement Parcels in such a way as to impair the right of the other party to use the Drainage Easement Parcels, and neither party shall construct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Drainage Easement Parcels, except in

accordance with plans and specifications approved in advance and in writing by GRANTOR.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself and to any extent required, GRANTEE gives and grants unto GRANTOR, a non-exclusive easement for ingress and egress and drainage over, upon and across that certain parcel of real property (hereinafter referred to as the "Access and Drainage Easement Parcel"), more particularly described in Exhibit "G", attached hereto and made a part hereof, together with the right to use, pass and repass over the Access and Drainage Easement Parcel, install, maintain, repair and replace utilities in, over, under, upon and across the Access and Drainage Easement Parcel, the right to use and drain surface water and stormwater into and through the Access and Drainage Easement Parcel, the right to install, maintain, repair, replace, remove and/or relocate roadway and related improvements and the right to construct, maintain and repair canals and other drainage structures under and upon the Access and Drainage Easement Parcel and the right to otherwise utilize the Access and Drainage Easement Parcel for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. The easement rights reserved herein with respect to the Access and Drainage Easement Parcel are non-exclusive, and GRANTEE shall have the non-exclusive right to use, pass and repass over and upon the Access and Drainage Easement Parcel and to install, maintain, repair, replace, remove and/or relocate stormwater drainage facilities in, over, under, upon and/or across the Drainage Easement Parcel, or any part thereof; provided, however, that any stormwater drainage facilities installed, repaired, replaced and/or relocated in, over, under, upon or across the Drainage Easement Parcel shall be so installed, repaired, replaced and/or relocated only in accordance with plans and specifications approved in advance and in writing by GRANTOR. Each party shall use the rights granted and reserved by this instrument with respect to the Access and Drainage Easement Parcel with due regard for the rights of the other party to use and enjoy the Access and Drainage Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Access and Drainage Easement Parcel in such a way as to impair the right of the other party to use the Access and Drainage Easement Parcel, and neither party shall obstruct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Access and Drainage Easement Parcel, except in accordance with the plans and specifications approved in advance and in writing by GRANTOR.

In addition to the easements reserved hereinabove, GRANTOR hereby reserves unto itself and to any extent required, GRANTEE gives and grants unto GRANTOR, a non-exclusive easement for driveway and parking purposes over, upon and across that certain parcel of real property (hereinafter referred to as the "Driveway and Parking Easement Parcel"), more particularly

described in Exhibit "H", attached hereto and made a part hereof, together with the right to use, pass and repass over the Driveway and Parking Easement Parcel, to install, maintain, repair and replace utilities in, over, under, upon and across the Driveway and Parking Easement Parcel and the right to otherwise utilize the Driveway and Parking Easement Parcel for any purpose which does not materially, adversely affect the rights granted to the GRANTEE hereunder. The easement rights reserved herein with respect to the Driveway and Parking Easement Parcel are non-exclusive, and GRANTEE shall have the non-exclusive right to use the Driveway and Parking Easement Parcel for driveway and parking purposes. Each party shall use the rights granted and reserved by this instrument with respect to the Driveway and Parking Easement Parcel with due regard for the rights of the other party to use and enjoy the Driveway and Parking Easement Parcel. Neither GRANTOR nor GRANTEE shall use the Driveway and Parking Easement Parcel in such a way as to impair the right of the other party to use the Driveway and Parking Easement Parcel, and neither party shall obstruct passage thereon. No buildings, fences or structures of any nature shall be built, maintained, created, erected or placed within the Driveway and Parking Easement Parcel, except in accordance with the plans and specifications approved in advance and in writing by GRANTOR.

RIGHT OF REVERTER

GRANTEE has represented to GRANTOR that the Property will be improved by the construction thereon of spring training practice facilities (hereinafter referred to as the "Spring Training Facilities"), associated with the sports stadium (hereinafter referred to as the "Stadium") to be constructed upon property adjacent to, and in the vicinity of, the Property, which Stadium shall be used for GRANTEE's spring training exhibition games, and that the Property shall be utilized only for the purposes of constructing and operating thereon the Spring Training Facilities. Such representation is a material inducement to this conveyance. Accordingly, by acceptance of this conveyance, GRANTEE, for itself, its assigns and successors-in-interest, and/or title, agrees that if the construction of the Spring Training Facilities on the Property has not commenced (as evidenced by the issuance of a building permit for the Spring Training Facilities, the securing of funds for the complete construction of the Spring Training Facilities, and the actual commencement of construction pursuant to a construction contract entered into for the complete construction of the Spring Training Facilities) on or before one (1) year from and after the date of this special warranty deed, then, and in such event, all right, title, interest and estate of GRANTEE and its assigns and successors-in-interest and/or title in or with respect to the Property shall in all respects automatically cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the

Property shall revert to and vest in GRANTOR, its successors and assigns. Upon the commencement of construction (evidenced as provided hereinabove) within such one (1) year period, GRANTOR agrees to release the foregoing right of reverter of record.

RIGHT OF REENTRY

GRANTOR hereby conveys title to the Property to GRANTEE on the express condition that the Property shall always be used as a major league spring training practice facility in conjunction with the Stadium. GRANTEE, for itself, its assigns and successors-in-interest and/or title, by acceptance of this conveyance, agrees that the Property shall always be used as a major league spring training practice facility in conjunction with the Stadium and that such use is an express condition to this conveyance and GRANTEE's title to the Property. If the Property ceases to be used as a major league spring training practice facility in conjunction with the Stadium (other than any cessation caused by strike, work stoppage or other similar event which results in a temporary cessation of such use) then, in such event, at the option of GRANTOR, all right, title, interest and estate of GRANTEE and its assigns and successors-in-interest and/or title in or with respect to the Property shall in all respects cease, terminate and be and become null, void and of no further force and effect, whereupon all right, title, interest and estate in and to the Property shall revert to and vest in GRANTOR, its successors and assigns.

RESTRICTIVE COVENANTS

GRANTOR owns and holds the fee simple title to certain real property adjacent or in proximity to the Property. Accordingly, GRANTOR has, and will continue to have, a substantial interest in the manner of development and use of the Property and all portions thereof as well as the kind, character, design and configuration of improvements to be constructed from time to time upon any portion of the Property. By acceptance of this conveyance, GRANTEE, for itself, its assigns and successors-in-interest and/or title, agrees:

1. The Property shall be utilized, developed and improved only in accordance with the following:

(a) The Property shall be utilized only for the Spring Training Facilities and related parking and landscaping as required by Brevard County, Florida or other applicable governmental authorities.

(b) GRANTEE, at its sole cost and expense, shall keep the buildings, land and landscaping, grounds and parking areas constructed or from time to time existing thereon in a well-

maintained, safe, good, clean and attractive condition at all times.

(c) No part of any improvements shall be constructed or placed on any portion of the Property within twenty-five feet (25') of any property line.

(d) No vehicles (other than passenger vehicles, utility pickup trucks and buses and other vehicles which may be utilized to transport athletic team members and equipment) may be parked on any portion of the Property other than those that are transporting passengers for activities or events then transpiring or occurring on the Property. No overnight parking of buses (other than buses transporting athletic team members and equipment), campers, semi-tractor trailers, mobile homes, boats, trailers or motor homes shall be permitted upon any portion of the Property.

(e) All loading, storage, refuse and garbage facilities shall be located in an enclosed building, structure or other improvement, or shall be otherwise screened from view from public roads or adjacent or contiguous properties by means of a screening wall of material compatible with that of the buildings served by such facilities.

(f) All utility lines and facilities located or installed within the boundaries of the Property shall be located and installed underground or concealed under or within a building or other on-site improvements; provided, however, that the foregoing restrictions shall not be deemed to prohibit the following:

(1) Temporary electric power lines and telephone service poles and water lines which are incident to the construction of permanent improvements, provided the same are removed immediately following completion of construction of such permanent improvements;

(2) Above-ground electric transformers, meters and similar apparatus, provided the same are properly screened by vegetative screening; and

(3) Permanent outdoor safety light poles complying with all applicable ordinances and government rules and regulations.

(g) No billboards or advertising signs shall be erected or placed upon any portion of the Property without the prior written approval of GRANTOR, which approval shall not be unreasonably withheld, and no flashing or moving signs shall be permitted on any portion of the Property. Only discrete identification signs or symbols relating the permitted uses described in subparagraph 1(a) hereinabove shall be permitted

upon any portion of the Property. The foregoing restriction shall not apply to advertising signs or scoreboards within the interior of the Spring Training Facilities.

(h) Without the prior written consent of GRANTOR, no antennae for transmission or reception of radio or television signals, or any other form of electrical magnetic radiation, shall be erected, used or maintained on any portion of the Property outside of any building, whether attached to any improvement or otherwise. The foregoing restriction shall not apply to temporary, portable antennae utilized for telecasting activities or events then transpiring or occurring on the Property.

(i) Except during the construction of improvements, no materials, supplies or equipment shall be stored on any portion of the Property except inside of a building or structure, or behind a landscaped visual barrier. Stored materials, supplies and equipment shall, at all times, be screened from adjacent or neighboring properties and from public rights-of-way adjacent or contiguous to the boundaries of the Property.

2. No construction, installation or alteration (prior, during or subsequent to the initial construction) of any improvements, fixtures or attachments to the Property shall commence prior to submittal to and approval by GRANTOR of the architectural style, materials, methods and exterior design (including points of ingress and egress) proposed to be constructed, installed or altered on the Property, which approval shall not be unreasonably withheld. Approvals or denials will be in the reasonable discretion of GRANTOR and may be made on any basis. The appropriate portions of the plans, where required by law or as herein specified, shall be prepared, signed and sealed by a registered professional architect, landscape architect or engineer licensed to practice in the State of Florida. GRANTOR's approval of any improvements on the Property in letter form executed by a duly authorized officer of GRANTOR shall be binding upon GRANTOR.

The Restrictive Covenants set forth hereinabove are intended to constitute covenants running with the Property, and each part thereof, in all respects binding upon GRANTEE and all assigns and successors-in-interest and/or title of GRANTEE with respect to the Property and each part thereof. The Restrictive Covenants shall be binding and in full force and effect for a period of twenty (20) years from the day of recordation of this instrument in the Public Records of Brevard County, Florida, after which time said Restrictive Covenants shall be automatically extended for two twenty (20) year periods unless sooner terminated by written instrument executed by GRANTOR.

GRANTOR shall have the right, but not the duty, to enforce the above-mentioned Restrictive Covenants by actions or

proceedings at law and/or in equity against any person or entity violating, or attempting to violate, any of the above-mentioned Restrictive Covenants, the permissible actions or proceedings to include, but not be limited to, actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. In connection with any action or proceeding brought by GRANTOR to enforce any of the above-mentioned Restrictive Covenants, GRANTOR shall be entitled to recover all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding. The right to enforce the Restrictive Covenants set forth hereinabove shall be limited to GRANTOR and any persons or entities to which such right of enforcement is specifically granted by written instrument recorded in the Public Records of Brevard County, Florida. A successor-in-title of GRANTOR shall not, by virtue of such status alone, have the right to enforce the Restrictive Covenants set forth hereinabove unless the instrument or instruments by which title is conveyed to such successor-in-title specifically assigns such right to enforce said Restrictive Covenants.

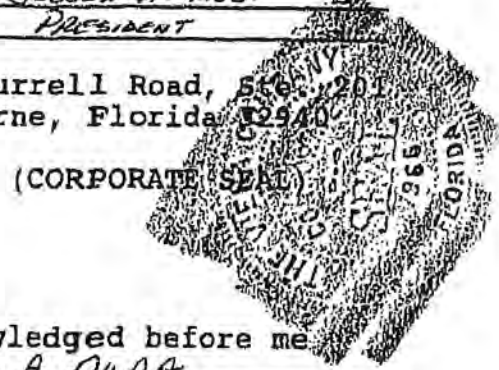
IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name, and its corporate seal to be hereto affixed, by its proper officer thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: P. Mason Bence
[Signature]
Print Name: Vicki L. Berman

GRANTOR:
THE VIERA COMPANY
By: [Signature]
Name: JOSEPH A. DUOA
Title: PRESIDENT

7380 Murrell Road, Ste. 201
Melbourne, Florida 32940



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 9th day of November, 1992, by JOSEPH A. DUOA as PRESIDENT of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation. Said person did not take an oath and is personally known to me.



[Signature]
Name: BETTY A. DEESE
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

JOINDER

BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as the "County"), hereby joins in the execution of this Corrective Special Warranty Deed for the sole purpose of extinguishing any right, title and interest in and to the property described in Exhibit "A", attached hereto, which right, title and interest may have been granted by virtue of that certain Special Warranty Deed in favor of the County recorded in Official Records Book 3218, Page 1766, Public Records of Brevard County, Florida, except as to any such right, title and interest which may be granted in that certain Corrective Special Warranty Deed executed by The Viera Company in favor of the County and recorded in Official Records Book 3245, Page 2405, Public Records of Brevard County, Florida, immediately preceding this Corrective Special Warranty Deed. It is the intent of the parties that the Corrective Special Warranty Deed in favor of the County supersede in its entirety the Special Warranty Deed recorded in Official Records Book 3218, Page 1766, Public Records of Brevard County, Florida and to the extent that any right, title and interest was granted by virtue of said Special Warranty Deed in excess of the right, title and interest granted by virtue of said Corrective Special Warranty Deed in favor of the County, the County hereby quit-claims any such excess right, title and interest to the GRANTEE. Nothing contained herein shall operate to limit any right, title and interest granted to the County in and to the property described in Exhibit "A" by virtue of said Corrective Special Warranty Deed in favor of the County.

Signed, sealed and delivered
in the presence of:

Beverly H. Sanders
Print Name: Beverly H. Sanders

Andrea L. Smith
Print Name: Andrea L. Smith

BREVARD COUNTY, FLORIDA, a
political subdivision of the
State of Florida

By: Thad Altman
Name: Thad Altman
Title: Chairman

ATTEST:

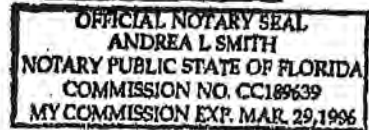
By: R. C. Winstead, Jr.
Name: R. C. Winstead, Jr.
Title: CLERK OF COURTS

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 10th day of November, 1992, by THAD ALTMAN, as CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS of BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Andrea L. Smith
Print Name: Andrea L. Smith
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA

COUNTY OF BREVARD

SIGNATURE WAS ATTESTED
The foregoing instrument was acknowledged before me this 16th day of November, 1992, by R. P. WINSTEAD, as CLERK OF COURTS of BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida. Said person did not take an oath and (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:

Carolyn J. Carter
Print Name: Carolyn J. Carter
Notary Public, State of Florida
Commission No.: _____ NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: NOV 6, 1995 MY COMMISSION EXP. NOV 6, 1995
BOBBY THRU GENERAL INS. UND.



Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL 1

A PARCEL OF LAND LYING IN SECTION 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 958.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 281.98 FEET; THENCE N 00°15'08" W, FOR A DISTANCE OF 1072.96 FEET; THENCE N 68°43'28" E, FOR A DISTANCE OF 726.00 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 208.88 FEET; THENCE N 68°43'28" E, FOR A DISTANCE OF 359.02 FEET; THENCE S 31°25'07" E, FOR A DISTANCE OF 890.55 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W), AND A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 725.00 FEET, SAID POINT BEARS S 37°47'47" E, FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°22'40", FOR AN ARC DISTANCE OF 80.70 FEET, TO A POINT OF REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°03'37", FOR AN ARC DISTANCE OF 692.55 FEET; THENCE N 65°28'44" W, FOR A DISTANCE OF 103.32 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 1011.46 FEET TO THE POINT OF BEGINNING. CONTAINING 40.157 ACRES MORE OR LESS.

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Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL 2

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET, TO THE POINT OF BEGINNING; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 363.95 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 610.98 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 419.64 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 195.95 FEET, TO A POINT ON THE SAID WESTERLY RIGHT-OF-WAY LINE AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS S 87°09'09" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'35", FOR AN ARC DISTANCE OF 70.01 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 165.09 FEET TO A POINT BEING 15.00 FEET EAST OF, AS MEASURED RADIALY, THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, SAID POINT BEARS S 83°25'31" W, FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°44'11", FOR AN ARC DISTANCE OF 292.10 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE 15.00 FEET EAST OF AND PARALLEL WITH THE SAID EASTERLY RIGHT-OF-WAY LINE S 23°18'40" E, FOR A DISTANCE OF 99.56 FEET; THENCE S 66°37'23" W, FOR A DISTANCE OF 165.00 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE AND TO THE POINT OF BEGINNING. CONTAINING 9.584 ACRES MORE OR LESS.

(PAGE 2 OF 3)

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Exhibit "A"

DESCRIPTION BY SURVEYOR
PARCEL 5

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'09", FOR AN ARC DISTANCE OF 552.27 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'51", FOR AN ARC DISTANCE OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40"W, FOR A DISTANCE OF 317.25 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 480.28 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.127 ACRES MORE OR LESS.

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Exhibit "B"

PERMITTED EXCEPTION SCHEDULE

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official Records Book 3005, Page 3575, Public Records of Brevard County, Florida.
2. Zoning, restrictions, reservations, prohibitions and other requirements imposed by governmental authorities.
3. Taxes for 1992 and subsequent years.
4. Preliminary Development Agreement dated July 10, 1992 by and between A. Duda & Sons, Inc., The Viera Company and the State of Florida, Department of Community Affairs, a Notice of which is recorded in Official Records Book 3215, Page 3152, Public Records of Brevard County, Florida.
5. Development Order issued pursuant to or as a result of the Application for Development Approval to be filed by GRANTOR pursuant to the Preliminary Development Agreement referred to in item 4 immediately hereinabove.
6. Easements granted over portions of the property described in this Deed by the provisions of that certain Corrective Special Warranty Deed recorded in Official Records Book 3245, Page 2405, Public Records of Brevard County, Florida.

Exhibit "C"

DESCRIPTION BY SURVEYOR
PROPOSED FISKE BOULEVARD

A PARCEL OF LAND BEING IN SECTIONS 4 AND 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND IN SECTIONS 32 AND 33, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ALL IN BREVARD COUNTY, FLORIDA, A PORTION OF WHICH IS DESCRIBED AS TRACT 1 ON EXHIBIT "B" OF OFFICIAL RECORDS BOOK 2963, PAGE 1994, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5: THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 1230.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' RW); THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT FOUR COURSES, N 00°48'40" W, PARALLEL WITH AND 60.00 FEET EAST OF THE SAID SECTION LINE, FOR A DISTANCE OF 3030.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO A POINT OF TANGENCY; THENCE N 23°18'40" W, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1665.13 FEET; THENCE S 31°25'07" E, ALONG A RADIAL LINE, FOR A DISTANCE OF 150.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1015.00 FEET; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE NEXT FOUR CORSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°53'33", FOR AN ARC DISTANCE OF 1450.73 FEET, TO A POINT OF TANGENCY; THENCE S 23°18'40" E, FOR A DISTANCE OF 545.70 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1775.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 697.04 FEET, TO THE POINT OF TNAGENCY; THENCE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 1930.01 FEET, TO THE NORTH LINE OF SAID O.R.B. 2963, PG. 1994, AND THE NORTHEAST CORNER OF SAID TRACT 1 O.R.B. 2963, PG. 1995; THENCE CONTINUE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, FOR A DISTANCE OF 458.00 FEET, TO THE NORTHEAST CORNER OF OFFICIAL RECORDS BOOK 2963, PAGE 1985, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S 00°48'40" E, PARALLEL WITH AND 210.00 FEET EAST OF SAID SECTION LINE, AND ALONG THE EAST LINE OF SAID TRACT 1, AND THE WEST LINE OF SAID O.R.B. 2963, PG. 1985, FOR A DISTANCE OF 394.51 FEET; THENCE S 45°48'40" E, ALONG SAID EAST AND WEST LINES, FOR A DISTANCE OF 180.29 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF ST. JOHNS STREET, AS RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1985 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S 89°11'20" W, ALONG THE SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 187.49 FEET, TO THE WEST END OF SAID ST. JOHNS STREET; THENCE S 00°48'40" E, PARALLEL WITH AND 150.00 FEET EAST OF SAID SECTION LINE, FOR A DISTANCE OF 120.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 90.00 FEET, TO THE POINT OF BEGINNING, LESS THE PORTION THEREOF DESCRIBED AS TRACT 1 IN EXHIBIT "D" TO THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2963, PAGE 1988, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

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Exhibit "C"

AND

LESS AND EXCEPT THE FOLLOWING-DESCRIBED PARCEL:

ROAD RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 23°18'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE THE NEXT TWO (2) COURSES, FOR A DISTANCE OF 99.75 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°01'14", FOR AN ARC DISTANCE OF 346.08 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 150.08 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID FISKE BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1015.00 FEET, SAID POINT BEARS S 83°27'17" W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°45'57", FOR AN ARC DISTANCE OF 297.01 FEET, TO A POINT OF TANGENCY; THENCE S 23°18'40" E, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 98.58 FEET; THENCE S 66°37'23" W, FOR A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.450 ACRES MORE OR LESS.

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Exhibit "D"

DESCRIPTION BY SURVEYOR
TEMPORARY ACCESS EASEMENT
WESTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.63 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 70.00 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 400.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.625 ACRES MORE OR LESS.

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Exhibit "E"

TEMPORARY ACCESS EASEMENT
EASTERLY PARCEL

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 TO A POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 347.63 FEET; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 73.26 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 378.38 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 72°56'12" E, FOR A DISTANCE OF 419.64 FEET; THENCE N 85°25'51" E, FOR A DISTANCE OF 195.95 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W) AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1165.00 FEET, SAID POINT BEARS N 87°09'09" E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°26'35", FOR AN ARC DISTANCE OF 70.01 FEET; THENCE S 85°25'51" W, FOR A DISTANCE OF 188.29 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 411.98 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 70.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.976 ACRES MORE OR LESS.

DESCRIPTION BY SURVEYOR
ACCESS EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 313.95 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S 72°56'12" W, FOR A DISTANCE OF 50.00 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 540.98 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 50.00 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 540.98 FEET; TO THE POINT OF BEGINNING, CONTAINING 0.621 ACRES MORE OR LESS.

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Exhibit "F"

DESCRIPTION BY SURVEYOR
PARCEL 5

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°38'09", FOR AN ARC DISTANCE OF 552.27 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°21'51", FOR AN ARC DISTANCE OF 147.17 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40"W, FOR A DISTANCE OF 317.25 FEET; THENCE N 72°56'12" E, FOR A DISTANCE OF 480.28 FEET; THENCE S 17°03'48" E, FOR A DISTANCE OF 442.43 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 340.09 FEET, TO THE POINT OF BEGINNING. CONTAINING 4.127 ACRES MORE OR LESS.

DESCRIPTION BY SURVEYOR
DRAINAGE EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE S 89°11'20" W, FOR A DISTANCE OF 900.00 FEET; THENCE N 00°48'40" W, FOR A DISTANCE OF 110.00 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1145.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°00'00", FOR AN ARC DISTANCE OF 699.44 FEET, TO THE POINT OF TANGENCY; THENCE N 35°48'40" W, FOR A DISTANCE OF 386.61 FEET; THENCE N 00°05'55" E, FOR A DISTANCE OF 958.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°05'55" E, FOR A DISTANCE OF 281.98 FEET; N 00°15'08" W, FOR A DISTANCE OF 298.82 FEET; THENCE S 61°40'41" E, FOR A DISTANCE OT 780.34 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 717.69 FEET TO THE POINT OF BEGINNING; CONTAINING 4.570 ACRES MORE OR LESS.

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Exhibit "G"

DESCRIPTION BY SURVEYOR
20 FOOT DRAINAGE EASEMENT

A PARCEL OF LAND BEING IN SECTION 32 TOWNSHIP 25 SOUTH, RANGE 36 EAST, AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD (150' R/W); THENCE N 00°48'40" W, FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE N 23°18'40" W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 461.60 FEET TO THE POINT OF BEGINNING; THENCE S 66°37'23" W, FOR A DISTANCE OF 594.95 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 20.12 FEET; THENCE N 66°37'23" E, FOR A DISTANCE OF 592.77 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 23°18'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.273 ACRES MORE OR LESS.

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Exhibit "H"

DESCRIPTION BY SURVEYOR
DRIVEWAY AND PARKING EASEMENT

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 36 EAST AND SECTION 5, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5; THENCE N 00°48'40" W, ALONG THE EAST LINE OF SAID SECTION 5, FOR A DISTANCE OF 4050.00 FEET; THENCE N 89°11'20" E, FOR A DISTANCE OF 60.00 FEET, TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED FISKE BOULEVARD EXTENSION (150' R/W); THENCE N 00°48'40" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 210.01 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1625.00 FEET; THENCE NORTHWESTERLY ALONG THE SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°30'00", FOR AN ARC DISTANCE OF 638.14 FEET, TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, N 23°18'40" W, FOR A DISTANCE OF 445.95 FEET, TO THE POINT OF BEGINNING; THENCE S 59°04'20" W, FOR A DISTANCE OF 235.98 FEET; THENCE S 72°56'12" W, FOR A DISTANCE OF 313.95 FEET; THENCE N 17°03'48" W, FOR A DISTANCE OF 32.33 FEET; THENCE N 66°37'23" E, FOR A DISTANCE OF 542.46 FEET, TO THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 23°18'40" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 35.65 FEET, TO THE POINT OF BEGINNING. CONTAINING 0.627 ACRES MORE OR LESS.

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PERMITTED EXCEPTIONS

1. Notice of Agreement between A. Duda & Sons, Inc. and The Florida Department of Community Affairs recorded July 7, 1989 in Official records Book 3005, Page 3575, Public Records of Dade County, Florida.
2. Preliminary Development Agreement with Florida Department of Community Affairs pertaining to improvements to be situated upon the land described in item 3, Schedule A.
3. Development Order issued pursuant to application for development approval pertaining to development on certain property including the land described in item 3, Schedule A.
4. All easements, and reservations, rights, limitations, and restrictions pertaining thereto set forth in that certain Special Warranty Deed from The Viera Company, a Florida corporation, to Florida Marlins Baseball, Ltd., a Florida limited partnership, dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3218, Page 1783, as corrected by that certain Corrective Special Warranty Deed from The Viera Company, a Florida corporation, to Florida Marlins Baseball, Ltd., a Florida limited partnership, dated as of July 28, 1992 and recorded November 16, 1992 in Official Records Book 3245, Page 2427, Public Records of Brevard County, Florida.
5. All easements, reservations, rights, limitations, restrictions, restrictive covenants, agreements, conditions and other matters set forth in that certain Special Warranty Deed from The Viera Company, a Florida corporation, to Brevard County, Florida, dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3218, Page 1766, as corrected by that certain Corrective Special Warranty Deed from The Viera Company, a Florida corporation, to Brevard County, Florida, dated as of July 28, 1992 and recorded November 16, 1992 in Official records Book 3245, Page 2405, Public Records of Brevard County, Florida, including without limitation, that certain Grant of Easements, Reservation of Easements, Right of Reverter and Restrictive Covenants set forth therein.
6. All easements, reservations, rights, limitations, restrictions, restrictive covenants, agreements, conditions and other matters set forth in that certain Special Warranty Deed from Florida Marlins Baseball,

Ltd., a Florida limited partnership, to Marlins-Viera, a joint venture governed by the partnership laws of the state of Florida.

7. Partial Assignment of Easement Rights between Viera Development Corporation, a Florida corporation, and Florida Marlins Baseball, Ltd., a Florida limited partnership, dated July 28, 1992 and recorded July 29, 1992 in Official Records Book 3218, Page 1812, Public Records of Brevard County, Florida.
8. A portion of one of the Easement Parcels, as Proposed Fiske Boulevard, which portion is referred to as Tract 1 on Exhibit "B" to that certain Warranty Deed to The School Board of Brevard County, Florida, recorded in Official Records Book 2963, Page 1988, Public Records of Brevard County, Florida (hereinafter referred to as the "School Board Deed"), is owned by The School Board of Brevard County and is subject to the provisions of the School Board Deed.
9. That certain Water Line and Ingress/Egress Easement dated February 15, 1993 and recorded in Official Records Book 3269, Page 4705, Public Records of Brevard County, Florida.
10. That certain drainage easement as described in that certain Special Warranty Deed to The Viera Company by Florida Marlins Baseball, Ltd. dated _____, 1993 pertaining to Parcel 4 of Exhibit A hereto.

(JUL. MARLINS-GENERAL)044
453-53417

EXHIBIT F

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereafter referred to as “the Lease”) **IS MADE THIS** ____ **DAY OF** _____, 2015 by and between USSSA, LLC. through UNITED STATES SPECIALTY SPORTS ASSOCIATION, INC., its Manager (hereafter referred to as the Tenant), whose mailing address is 611 Line Drive, Kissimmee, Florida 34744, and BREVARD COUNTY, a political subdivision of the State of Florida, (hereafter referred to as the Landlord), whose mailing address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, sometimes collectively referred to in this Memorandum of Lease as “the Parties”.

RECITALS

A. Landlord and Tenant have entered into a Stadium Complex Lease Agreement (the “Lease”) dated as of _____, 2015, under which the property more particularly described on Exhibit A, attached hereto and made a part hereof, has been leased and subleased by the Landlord to the Tenant.

B. Landlord and Tenant desire to execute this Memorandum, which is to be recorded in the Public Records of Brevard County, Florida, in order that third parties may have notice of the Tenant in the Leased Premises and of the Leasehold Estate.

AGREEMENT

NOW, THEREFORE, in consideration of the rents and covenants provided for in the Lease to be paid and performed by Tenant, Landlord does hereby demise and let unto Tenant the Leased Premises on the terms, and subject to the conditions set forth in the Lease, among which are the following:

1. TERM. The initial term of the Lease shall be for a period of 20 years commencing April 1, 2016, and ending on March 31, 2036.

2. The Landlord is leasing or subleasing to the Tenant all land shown on Exhibit C to the Stadium Complex Lease Agreement whether owned by the Landlord or leased to the Landlord under a Ground Lease with the Marlins-Viera Joint Venture, together with all existing or other improvements (the “Improvements”) from time to time located on the Stadium Complex and all appurtenances relating to any of the same;

(a) All air rights and air space above the Stadium Complex;

(b) The right to utilize on an exclusive basis all Improvements located beneath the Stadium Complex; and

(c) Uninterrupted access to and egress from the Stadium Complex and any other Improvements from time to time located on the Stadium Complex.

3. INCORPORATION OF LEASE TERMS BY REFERENCE. All of the terms, conditions, provisions and covenants of the Lease, Exhibits and Schedule appended thereto are incorporated in this Memorandum of Lease by reference as though written out at length herein. In the event of any inconsistency between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control. Copies of the Lease are held by both Landlord and Tenant at their respective addresses first set forth above.

WHEREFORE, the Parties have set their hands and seals this ____ day of 2015.

Witness:

USSSA, LLC.

Signature

BY: _____

Print Name

President of UNITED STATES SPECIALTY
SPORTS ASSOCIATION INC., its Manager

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015,
by _____, as _____ of USSSA, LLC.

Signature of Notary Public
My Commission Expires:

Witness:

Ashley Folsom
Signature

Ashley Folsom
Print Name

BREVARD COUNTY

[Signature]
Robin Fisher, Chairman

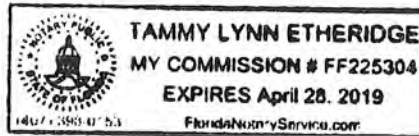
As approved by the Board on 08-06-2015

ATTEST: [Signature]
Scott Ellis, Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6th day of August, 2015,
by ROBIN FISHER, as Chairman of the Board of County Commission of Brevard County,
Florida, of Brevard County, a political subdivision of the State of Florida, on behalf of such
political subdivision.

Tammy Lynn Etheridge
Signature of Notary Public
My Commission Expires:



5.1.1. Community Days/Community Promotion. Subject to the Nationals Agreement, USSSA agrees to make Stadium Complex available for Permitted Uses designated in section 5.1(b), (h) and (i) sponsored by the Landlord, or Landlord approved community organizations or institutions for at least seventy-five (75) Community Days throughout each year of the Stadium Complex Lease.

USSSA will promote Brevard County tourism-related services, such as those offered by restaurants, adventure services, attractions and cultural institutions, to their tournament participants. IN

such a manner as to ensure priority access.

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Three
SUBSTITUTE PAGES
USSSA lease

V.A.
 Not part of Item
 from Manatees

Space Coast Complex Deal Comparison

Deal Points	USSSA	Manatees
1. Term	20 years	5 years
2. County's Annual Contribution towards Operations and Maintenance	\$0	\$1,650,000
3. Organization's Contribution towards Capital Repairs	\$2.5 million	\$0
4. Room Night Guarantee	75,000 and 100,000	0
5. Proposal Commitment	MOU and Signed Lease Agreement	Discussion points submitted prior to execution of MOU and Agreement with USSSA

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EXHIBIT D TO STADIUM COMPLEX LEASE

The following agreements, terms, and conditions are deemed additional consideration for the Landlord and Tenant's agreement to enter into the Stadium Complex Lease:

THE TENANT'S OBLIGATIONS

1. The Tenant agrees to move its national corporate headquarters and at least nineteen full-time employees and their families to Brevard County, Florida.

2. Throughout the term of the lease, at its own expense without contribution from the Landlord or from Landlord tourist development tax revenues, the Tenant will be responsible for undertaking the operation and routine maintenance of all buildings, fields, facilities and other improved and unimproved areas located on or within the Stadium Complex as shown and described in Exhibit C, provided that this maintenance obligation shall include 1] any future synthetic turf replacement after the Landlord installs synthetic turf in accordance with paragraph 10, below, and 2] any capital improvement costing under \$250,000 excluding any capital maintenance agreed upon by the Parties, as provided for in paragraph 5 below.

3. With the exception of those improvements listed under LANDLORD OBLIGATIONS in this agreement, the Tenant, at its own expense, will provide whatever improvements to the Stadium Complex facilities that may be required by the Tenant for the operation, administration or enhancement of its amateur sports business, which improvements may include administrative offices and a Hall of Fame Sports Museum. Those improvements may include, but are not limited to, the retrofitting of Space Coast Stadium for office space, at the Tenant's own expense.

4. The Tenant will contribute the base amount of \$250,000 each year during the term of the lease. The funds will be used for capital improvements and capital maintenance to the Stadium Complex that are agreed upon by both parties.

The Tenant will guarantee that (i) in the first two full years after taking possession of the Stadium Complex, events scheduled, sponsored, booked or arranged in the Stadium Complex by the Tenant, whether directly or indirectly, guarantees at least 75,000 room nights in Brevard County, Florida hotels and (ii) within three (3) years after taking possession of the Stadium Complex, the Tenant guarantees 100,000 total room nights each year (hereafter called the "room night guaranty") in Brevard County, Florida hotels. Tenant agrees to provide the information specified on Schedule 1 to this Exhibit D for the purposes of calculating room nights relating to

each participant in a Tenant hosted or Tenant sponsored event in Brevard County during the Lease Term.

6. In any year during the term of the lease that the room nights guaranteed by the Tenant does not meet the thresholds set forth paragraph 5, above, the base amount of \$250,000 payable by the Tenant each year in accordance with paragraph 4 above, shall increase by a percentage equal the shortfall in the number of room nights divided by the guaranteed number of room nights for that year.

7. The Tenant agrees to program a minimum of one hundred seventy-five (175) tournament days each year in Brevard County, Florida.

8. The Tenant agrees to replace the existing Stadium Complex scoreboards at its own expense.

LANDLORD OBLIGATIONS

9. The Landlord will reimburse the Tenant up to a maximum expenditure of ten million dollars (\$10,000,000) in exchange for the Tenant's improvement of the Stadium Complex to make the complex amateur sports friendly. Such improvements shall include, but shall not be limited to:

- a. Tenant will acquire and cause to be installed synthetic turf on four new baseball/softball fields to be constructed by the Tenant with 225 foot foul lines in the approximate location shown as so long as the County owns the portion of the Stadium Complex owned by it in fee simple that no real estate taxes will be assessed on or due for such property on Exhibit C.
- b. Tenant will acquire and cause to be installed synthetic turf four new baseball fields with 330 foot foul lines to be constructed in the approximate location shown as Quad #2 on Exhibit C.
- c. Tenant may elect to refurbish or reconfigure Space Coast Stadium at its expense, subject to reimbursement by the Landlord, to provide seating and facilities adequate to serve the Tenant's Permitted Uses for the Stadium.
- d. Tenant will acquire and cause to be erected lights for night baseball at field #1 and the fields located at Quad #1, Quad #2 and Quad #3, as shown on Exhibit C.

- e. Tenant will acquire and cause to be constructed portable seating to the four (4) fields located at Quad #3 as shown on Exhibit C.
- f. The Landlord and Tenant agree to use their best efforts to work with Viera Company to allow parking for Landlord and the Tenant events on the 5.42 acre parcel located at the corner of Veterans Way and Breslay Drive, southwest of the stadium.
- g. The Tenant's obligation to construct new fields and seating will include the cost of design, site work and permitting.
- h. The design, quality of work and specifications for the improvements to be constructed by the Tenant shall be submitted to the county for review and approval before work is commenced.

9. The total expenditures for the obligations to be incurred by the Landlord, as specified in this Exhibit shall not exceed ten million dollars (\$10,000,000). To obtain reimbursement, the Tenant shall provide an invoice to the Landlord together with proof that the work is complete; any required certificates of occupancy; and other governmental approvals relating to the improvements for which reimbursement is sought. Landlord shall then have ninety days within which to pay the invoice, provided no single invoice shall exceed five million dollars (\$5,000,000.00). Any payment on an invoice made beyond the ninety day reimbursement date shall bear interest at the

10. After January 1, 2017, the Landlord shall apply for and be responsible for paying the costs of changing directional signage to the Stadium Complex to reflect the change in tenancy from the Nationals to USSSA. The Landlord shall also assume the costs of changing all signs upon the Stadium Complex referring to the Nationals to signs referring to "USSSA at Space Coast Stadium".

11. The Landlord agrees to waive all county imposed permitting fees, impact fee studies and impact fees that may be due or payable to the Landlord as a result of the installation or construction of improvements or infrastructure upon or serving the Leased Premises.

12. The Landlord and Tenant acknowledge that they have provided for the creation of an ARR fund for asset renewal, replacement and capital improvements associated with the Stadium Complex, as well as property and flood insurance covering damage to the Stadium complex. In the event that either the ARR fund or insurance proceeds are insufficient to cover the repair,

replacement or capital improvements necessary to cure significant damages to the Stadium Complex due to a force majeure, an uninsured or other unanticipated critical failure of structures or equipment that was not caused by the Landlord or Tenant, and those damages have rendered the Tenant unable to reasonably operate the Stadium Complex in the manner in which it was being operated prior to the damage, the Landlord and the Tenant shall appoint representatives who, in good faith based upon the years remaining on the Lease Term and reasonable physical, financial, logistical and operational factors relating to the reasonable commercial viability of renewing the former use of the Stadium Complex by the Tenant, shall determine:

- a. Whether or not to terminate the Stadium Complex lease;
- b. Revise the Stadium Complex Lease; or
- c. Agree upon:
 - i. the nature and scope of repairs, replacements or capital improvements reasonably required to restore the Tenant's use of the Stadium Complex in the manner in which it was being operated prior to the damage; and
 - ii. which Party will undertake financial responsibility for specific required repairs, replacements and capital improvements.
- d. If the Parties are unable to agree which Party will undertake financial responsibility for specific required repairs, Tenant shall have the option to discontinue use and operation of the portion of the Stadium Complex in need of repairs. The Parties agree to utilize the dispute resolution process set forth in Article 17 in the event any dispute over the nature of repairs, replacements or capital improvements; the responsibility for the cost of such repairs, replacements or capital improvements; or reasonable commercial viability of renewing the former use of the Stadium Complex by the Tenant.
- e. Notwithstanding the foregoing provisions in this paragraph 12, the cost for repairing, replacing or installing worn artificial turf shall be the sole responsibility of the Tenant in all circumstances.

13. The Landlord agrees to provide the following reimbursement incentive to the Tenant with the goal of promoting tourism in Brevard County by increasing the number of room nights resulting from Tenants operation of the Stadium Complex by at least 75,000 in the first year of the Lease Term and 50,000 in each year of the Lease term thereafter above and beyond the 75,000 first

00 hr

year room nights guaranteed by the Tenant and the 100,000 annual room nights guaranteed by the Tenant during the remaining Lease Term in accordance with paragraph 5 of this Exhibit D.

1. The Landlord shall reimburse, on a pro-rata basis, any ad valorem taxes that are required to be paid by the Tenant relating to the Stadium Complex property being leased or subleased by the Tenant.
2. The pro-rata ad valorem tax reimbursement for years one (1) and two (2) of the Lease will be determined by multiplying the ad valorem taxes paid by the Tenant in each of the first two years by a percentage derived by dividing the number of additional room nights above and beyond the 75,000 room nights guaranteed by the Tenant in each of those first two years of the Lease Term by 75,000.
3. The pro-rata ad valorem tax reimbursement for each subsequent year during the Lease Term will be determined by multiplying the ad valorem taxes paid by the Tenant by a percentage derived by dividing the number of additional room nights above and beyond the 100,000 room nights guaranteed by the Tenant during each year after year one (1) of the Lease Term by 50,000.
4. The pro rata calculation shall give the Tenant credit for additional room nights toward the calculation of the pro rata reimbursement percentage in the event the Tenant can demonstrate that it could have provided the claimed number of such additional room nights in Brevard County but were unable to do so due to the unavailability, in Brevard County, of a sufficient number of actual hotel rooms, motel rooms, vacation rental rooms and other rental rooms in establishments whose owners are required to pay the Tourist Development Tax.

Schedule 1

Room Night Accountability Procedure for USSSA (TENANT):

TENANT will provide to the LANDLORD, through its Brevard County Tourism Development Office (TDO) in electronic form an accounting of all lodging room nights directly related to each event produced by TENANT at the Space Coast Stadium Complex. Lodging room night information must include:

- the name of the lodging establishment,
- the city in which it is located,
- the street address (if lodging establishment is not a major hotel brand),
- confirmation number (if available),
- number of units rented,
- number of bedrooms per unit (if more than one in a rental house or condominium)
- dates of stay (check-in date and check-out dates)
- the guest name(s) registered to each unit,
- the team affiliation of the guest name registered to each unit,
- room rate
- number of guests

This information must be provided within 30 days after each event. The TDO will be responsible for verifying the validity of each claimed room night. Claimed room nights not verified will be identified and sent back to TENANT for additional information or to remove from room night reporting.

A room night will be defined as a single hotel room or each bedroom in a multi-bedroom rental house or condominium multiplied by each night it was rented.

TENANT must provide to the TDO a room night report each quarter which compiles a total of all room nights per event held in the quarter, plus a running total of room nights generated year-to-date. The TDO will be responsible for reconciling each quarterly report with submitted lodging room night reports and identifying inconsistencies.

An annual lodging room night report will be submitted by TENANT for each fiscal year ending September 30th which will summarize lodging room nights generated by USSSA events, sub-totaled by quarter. The TDO will be responsible for verifying the annual report, identifying discrepancies and preparing a final review for Tourist Development Council (TDC) approval.

As the Lease Term progresses, if additional information is required to assist the Landlord in obtaining an accurate count of room nights generated by the TENANT, at the LANDLORD's request, that information shall be made available by the TENANT.



October 29, 2016

Brevard County
Stockton Whitten, County Manager
c/o Scott Knox, Brevard County Attorney
2725 Judge Fran Jamieson Way
Melbourne, Florida 32940

2000 Tower Oaks Boulevard
Eighth Floor
Rockville, Maryland 20852

301.284.6000 main
301.692.2626 fax
nationals.com

Re: Joint Public Announcement Pursuant to Paragraph 10 of that certain Tri-Party Agreement dated April 6th, 2015 ("Tri-Party Agreement").

Dear Mr. Knox:

Further to your conversations with Art Fuccillo of the Nationals, and in keeping with the provisions of Paragraph 10 of the Tri-Party Agreement, we are prepared to issue the following joint press release statement simultaneously with our election pursuant to Paragraph 3 (a) to exercise the Optional Extended Lease Period on or before November 1, 2016:

"The County of Brevard and the Washington Nationals have issued the following joint communique: "The election by the Washington Nationals to exercise its right to utilize the Space Coast Stadium Facilities for calendar year 2017, is only the first step in a two-step process relative to their actually having the right to use such Facilities for calendar year 2017. The commitment must take place on or before December 31, 2016 (which thereafter gives rise to certain financial obligations) for there to be a complete full and timely election as to such use. In keeping with the Tri-Party Agreement dated April 6th, 2015 between all parties, until such time as all elections and commitments are exercised or met by the Nationals, no decision shall be deemed to have been made to use or not use such Facilities. Thank you.""

Please let us know if this is acceptable to you. If so, please acknowledge such below.

Best regards,

WASHINGTON NATIONALS BASEBALL CLUB, LLC
By: Nine Sports Holdings, LLC, its Managing Member
By: Lerner Sports Group, LLC, its Managing Member

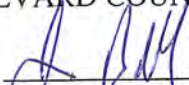

By: Alan H. Gottlieb, Chief Operating Officer



Scott Knox
October 29, 2016
Page 2

SEEN, READ AND AGREED THIS _____ DAY OF _____, 2016

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By:  _____
~~Robin Fisher, Chairman~~
JIM BARFIELD

THE VIERA DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

cc: Mr. Todd J. Pokrywa, Sr. Vice President
7380 Murrell Road, Suite 201
Viera, FL 32940

The Viera Company
General Counsel
7380 Murrell Road, Suite 201
Viera, FL 32940

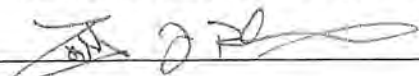
Scott Knox
October 29, 2016
Page 2

SEEN, READ AND AGREED THIS _____ DAY OF _____, 2016

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Robin Fisher, Chairman

THE VIERA DEVELOPMENT CORPORATION

By:  _____

Name: TODD J. POKRYWA

Title: SENIOR VICE PRESIDENT

cc: Mr. Todd J. Pokrywa, Sr. Vice President
7380 Murrell Road, Suite 201
Viera, FL 32940

The Viera Company
General Counsel
7380 Murrell Road, Suite 201
Viera, FL 32940

1. USSSA 20 year lease agreement with the County for the Stadium Complex to operate as an amateur/professional sports complex.
2. USSSA will be responsible for operations and routine maintenance of all buildings, fields, facilities and other improved and unimproved areas (not including capital maintenance and renovations).
3. The County agrees to reimburse USSSA up to a maximum of \$10 million for improvements to the Stadium Complex to make it amateur and professional sports friendly.
4. USSSA will contribute \$250,000 each year for ten years during the term of the lease towards a capital improvement and capital maintenance to the Stadium Complex that are agreed upon by both parties. The County will contribute \$250,000 each year for five years.
5. USSSA will guarantee 75,000 room nights in the first full year after taking possession of the Stadium Complex; and within three years, USSSA will guarantee 100,000 total room nights each year after.
6. USSSA agrees to a claw-back provision that will allow proportionate recoupment of the County investment if the room night guaranty is not met and sustained throughout the term of the lease. If room night guaranty is exceeded, the County agrees to a pro-rata incentive up to 100% reimbursement of ad valorem taxes as outlined in Exhibit D. (2014 taxes approx. \$48,000)
7. USSSA agrees to program a minimum of 175 tournament days each year.
8. USSSA agrees to replace the existing Stadium Complex scoreboards at its own expense.
9. USSSA agrees to make Stadium Complex available for events sponsored by the County or other community organizations at least seventy five (75) days through each year of the lease and will further negotiate a percentage of food and beverage revenue sharing to go toward such community organization.
10. In continuation of the County's Stadium annual capital repair program, USSSA agrees to undertake agreed upon structural repairs, and the County will reimburse USSSA for the costs up to a maximum of \$500,000 in 2015-2016, and \$500,000 in FY 2016-2017, for a combined total not to exceed one million dollars.
11. USSSA will move its national corporate headquarters and at least nineteen full time employees and their families to Brevard County.

Fiscal Impact:

All improvements and agreed upon reimbursements will be funded by the 4th cent Tourist Development Tax. Currently the reserve accounts total \$6.6 million. Based on historical expenditures (stadium capital improvements and promotion/advertising) it is projected that the fourth cent reserve will be approximately \$8.8 million by the end of FY15/16. Therefore, it is anticipated that the amount that would need to be financed would not exceed \$5 million. Based on the room night guarantee, Tourist Tax revenues will increase by \$500,000 based on an average room night rate of \$100.