

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 judgments 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 by 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

BY: 
CEO of UNITED STATES SPECIALTY
SPORTS ASSOCIATION INC., its Manager

DATE: 8/3, 2015

BREVARD COUNTY

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

DATE: August 6, 2015

ATTEST: 
Scott Ellis, Clerk to the Board

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing
is a true and current copy of Stadium complex
lease agreement witness my hand
and official seal this 7 day of
August 2015

SCOTT ELLIS, Clerk of Circuit Court

BY: 
D.C.

**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 .

"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

1200

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.

5. 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

EO 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.