

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: August 15, 2022

RE: **Use Agreement with Central Florida Basketball Partners, LLC (Lakeland Magic)**

Attached for your consideration is a Use Agreement between the City of Lakeland and Central Florida Basketball Partners, LLC for the use of the RP Funding Center by the Lakeland Magic of the NBA G-League. Central Florida Basketball Partners is an affiliate of the Orlando Magic.

The Lakeland Magic ("Magic") have been playing at the RP Funding Center for the past five years and are seeking a one-year contract to continue playing their home games at the Center for the upcoming season. The parties have had discussions about a five-year contract, but the naming rights for the Center are currently under negotiation, precluding a longer-term contract at the present time.

The attached one-year Use Agreement largely incorporates the terms and conditions of the immediately preceding Agreement between the parties, with the following material modifications:

- The Agreement will commence upon execution by the parties and expire on June 30, 2023.
- The Use Fee to be paid by the Magic will increase from \$8442 per game to \$9,000 per game.
- The Magic will be a non-exclusive sales agent for Center assets.
- With the exception of the naming rights for the Center as a whole, revenue derived from advertising, naming and signage relating to Center assets will be subject to a 50-50 split by the parties. Revenue sharing under the previous Agreement was subject to a split of 70% to the Magic and 30% to the City.
- With respect to the naming rights for the Center as a whole, the City retains the right to negotiate with third parties and to reject any naming rights deal that does not provide the City with the greater of \$250,000 per year or 50% of naming rights revenue.
- The City will pay the Magic \$3.00 per parking ticket on all paid vehicle parking for games. This is consistent with what the City pays other sports teams utilizing the RP Funding Center. The City paid the Magic \$2.00 per parking ticket under the previous Agreement for all games with attendance of 2,500 or greater.

It is recommended that the City Commission authorize City staff to finalize an agreement with Central Florida Basketball Partners, LLC in substantial accordance with the terms and conditions set forth in the Use Agreement attached hereto and authorize the appropriate City officials to execute the finalized Use Agreement.

Attachment

THE LAKELAND CENTER USE AGREEMENT

by and between

CITY OF LAKELAND, FLORIDA

and

CENTRAL FLORIDA BASKETBALL PARTNERS, LLC

~~June 22~~August, ~~2017~~2022

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THE LAKELAND CENTER USE AGREEMENT

This **LAKELAND CENTER USE AGREEMENT** (the “Agreement”) dated this _____ day of ~~May~~August, ~~2017~~2022 (the “Effective Date”), is entered into by and between the **CITY OF LAKELAND, FLORIDA**, a municipal corporation of the State of Florida (the “City”), and **CENTRAL FLORIDA BASKETBALL PARTNERS, LLC**, a Michigan limited liability company (the “Club” and, together with the City, the “Parties”).

RECITALS

A. Club, which is a member of the NBA Development League (“D-League”) owns the D-League team known as the Lakeland Magic (the “D-League Team”). In its performances and obligations under this Agreement, the City is acting in its capacity as the owner and operator of The Lakeland Center (“The Lakeland Center” or “Center”) the outline of which is detailed on Exhibit B, which includes the George Jenkins Arena (the “Arena”).

B. The Parties desire to promote the efficient operation, management and use of The Lakeland Center and to serve the best interests of the residents of the City and Polk County, Florida (the “County”) with respect to events held at The Lakeland Center.

C. Accordingly, having determined that the arrangement contemplated by this Agreement will promote the welfare of the City and the County, will serve the best interests of the people of the City and the County, and is in accord with valid public purposes, the City desires to grant to the Club a right to use and have access to The Lakeland Center, including the Arena, and certain areas for the exclusive use of the Club, all subject to and in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

For and in consideration of the respective covenants and agreements of the Parties set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions and Usage. Unless the context requires otherwise, capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit A, which is incorporated into and forms a part of this Agreement.

1.2 General Interpretative Provisions.

(a) The terms defined on Exhibit A or elsewhere in this Agreement shall have such meanings for all purposes. Such meanings shall be applicable to both the singular and

plural forms of the terms defined. The Parties shall only look to this Agreement for the meanings of defined terms and shall not make reference to any term defined in another agreement, instrument or Applicable Law unless such agreement, instrument or Applicable Law is expressly incorporated by reference into this Agreement.

(b) The words “include,” “includes” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import and no inference shall be drawn from the presence or absence of the words “without limitation” or any words of similar meaning.

(c) The words “writing,” “written” and comparable terms refer to printing, typing and other documentary forms of communication, but does not include e-mail or other electronic media.

(d) Except as set forth in Section 1.2(e), any agreement, instrument or Applicable Law defined or referred to in this Agreement means such agreement or instrument or Applicable Law as from time to time amended, modified, supplemented, renewed or extended, including (in the case of agreements or instruments) by waiver or consent and, in the case of Applicable Law, by passage of comparable successor Applicable Law and includes, in the case of agreements or instruments, references to all attachments thereto and instruments incorporated therein.

(e) Any term defined in this Agreement by reference to any agreement, instrument, the D-League Rules and Regulations or Applicable Law shall continue to have such meaning as in effect on the date of this Agreement whether or not such agreement, instrument, D-League Rule and Regulation or Applicable Law remains in effect or is amended, modified, waived or rescinded.

(f) References to a Person are also to its permitted successors and assigns.

(g) The words “hereof,” “herein,” “hereunder” and comparable terms refer, unless otherwise expressly indicated, to this entire Agreement and not to any particular Article, Section, Subsection or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section,” “Subsection” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, subsection or subdivision of or an attachment to this Agreement. All references to exhibits or appendices are to exhibits or appendices attached to this Agreement.

(h) The table of contents and headings of the various Articles, Sections, Subsections and other subdivisions of this Agreement are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

(i) Pronouns of whatever gender shall include Persons of every kind and character. References to any gender include, unless the context otherwise requires, references to all genders.

(j) The words “shall” and “will” have equal force and effect.

(k) Unless otherwise specified, all references to a specific time of day shall be based upon Eastern Standard Time or Eastern Daylight Savings Time, as applicable on the date in question in Lakeland, Florida.

(l) References to “\$” or to “dollars” shall mean the lawful currency of the United States of America.

(m) All amounts required to be paid by any Party to the other Party under this Agreement shall be paid in U.S. dollars by wire transfer or other acceptable method of payment of immediately available federal funds. If any payment under this Agreement is required to be made on a day other than a Business Day, the date of payment shall be extended to the next Business Day.

(n) Unless specified to the contrary, any reference to a party having a “right” shall not create an obligation on the part of such Party to exploit the right.

1.3 Incorporation of Recitals. The recitals set forth above (the “Recitals”) are true and correct and incorporated herein in their entirety.

1.4 Acknowledgement of Governmental Limitations and Authority. The Parties acknowledge and agree that this Agreement shall not limit or restrict the City’s discretion in the exercise of its governmental or police powers and shall not constitute a delegation of governmental authority or police powers to the Club. Further, subject to Applicable Law and the Club’s rights and remedies under this Agreement, nothing in this Agreement shall be construed to waive or limit the City’s governmental authority, as a municipality, to regulate the Club or its operations to the same extent as other businesses in Lakeland, Florida subject to its jurisdiction, nor to alter or impair the City’s governmental functions.

ARTICLE 2

GRANT OF USE RIGHTS AND CLUB RIGHTS

2.1 Grant of Use. In consideration of and subject to the covenants, agreements and conditions set forth in this Agreement, the City hereby grants to the Club the right to use a portion of The Lakeland Center, including the Arena and the Club Exclusive Areas (collectively, the “Use Rights”), commencing on the Effective Date and continuing for the duration of the Term. For the purposes of this Agreement, “The Lakeland Center” means, collectively, The Lakeland Center, as more particularly described and shown on Exhibit B, and any improvements, additions, alterations, replacements and substitutions to be constructed or otherwise located thereon or thereunder together with all rights, privileges, easements and appurtenances relating thereto. For the purposes of this Agreement, The Lakeland Center does not include any hotels now existing or that may in the future be constructed within the area described and shown on Exhibit B, or the parking areas associated with such hotels. To the extent Club sells the Naming Rights, City shall not sell or license the right to display any Signage or other Advertising within the area noted on Exhibit B that competes with the category of the sponsor who holds the Naming Rights for The Lakeland Center. Further, the City shall take all commercially reasonable efforts to include category exclusivity for sponsor who holds the Naming Rights for The Lakeland Center in any development

covenants or similar documents for the area noted on Exhibit B and any adjacent property owned or under the control of the City. However, nothing herein shall operate or be construed to prohibit Signage identifying the owner or occupant of any freestanding building constructed subsequent to the execution of this Agreement within the area described and shown on Exhibit B or any adjacent property owned or under the control of the City. The rights of the Club under the first sentence of this Section 2.1 do not include the right to use the City Exclusive Areas and Other User Exclusive Areas, if any, but otherwise shall be subject only to the exceptions and limitations, and to the early termination provisions, expressly set forth in this Agreement. Subject to the terms of this Agreement, the Club shall have the exclusive right to use The Lakeland Center (other than the City Exclusive Areas and Other User Exclusive Areas, if any) during each Club Use Period.

(a) During Club Use Periods when the Club chooses to operate an outdoor fan fest pre-game or pre-event opportunity, the Use Rights shall extend to and include outdoor parking areas as agreed to by the City. The Club shall be responsible for obtaining and paying for any necessary permits, determining the retail activities, content and advertisements of its fan fest offerings. Provided, however, nothing about the addition of retail opportunities within this area shall restrict the ability of the City to honor the terms of its leases with its other The Lakeland Center tenants and Club shall work with Concessionaire with respect to its food and beverage retail sales if any. Nothing in this Section 2.1(a) shall prohibit the Club from selling sponsorship opportunities to vendors in this area. Such sponsorship opportunities may include sampling, but not sales of food and beverages.

2.2 Certain Rights and Obligations of the Club. In further consideration of, and subject to and as more fully described in, the covenants, agreements and conditions set forth in this Agreement, the City hereby grants to the Club, and the Club hereby accepts, (a) the right and obligation to undertake certain operating functions at The Lakeland Center as provided in this Agreement and (b) the right to exploit the Club Rights. The Club's obligations and, subject to Section 4.2, the Club's rights to use and occupy The Lakeland Center as provided herein shall commence on the Effective Date. The rights and obligations of the Club shall be subject only to any exceptions and limitations, and to the early termination provisions, expressly set forth in this Agreement.

2.3 Exclusivity. Without limiting the generality of Sections 2.1 and 2.2 or any other provision of this Agreement, the City shall not authorize or grant any Person other than the Club (a) any right or license to use, occupy or conduct business from the Club Exclusive Areas (it being understood that the Club shall hold such right or license exclusively, including during the holding of Other Events at The Lakeland Center); (b) any right or license to use, occupy or conduct business from the Arena or any portion thereof from 8:00 AM prior to Club Events until two (2) hours after such Club Events (the "Club Use Periods"); provided, the City may use and occupy the Arena during Club Use Periods for the purpose of removing items from Other Events and preparing the Arena for Club Events, but shall give top priority to preparing the court for use by the players; or (c) any right or license to operate, coordinate, control or exploit the Club Rights (or any portion thereof) at any time during the Term. Notwithstanding the above, teams competing in the FHSAA state tournament shall be entitled to use the D-League Team locker rooms on dates that do not conflict with D-League Home Games.

2.4 Access.

2.4.1 Club Access. The City hereby grants to, and covenants and agrees to maintain for, the Club and its invitees, subject only to the access and entry rights expressly reserved for the City under Section 2.4.2 and otherwise in this Agreement, (a) the right to bring onto The Lakeland Center (and permit the Club or any of its respective invitees to bring onto The Lakeland Center), and retain ownership and control of, items of personal property necessary for the conduct of Club Events and Club business, sponsorship and promotional operations, (b) the exclusive right to use the Arena, except the City Exclusive Areas, and uninterrupted access to and from, the Arena and all areas therein, including all accessory rights of entry, ingress and egress (except that the Club shall have no rights of entry, ingress or egress to the City Exclusive Areas), during the Club Use Periods, (c) the exclusive right to use, and uninterrupted access to and from, the Club Exclusive Areas, including all accessory rights of entry, ingress and egress, on a twenty-four (24) hour per day, year-round basis, and (d) the right to enter The Lakeland Center and Arena during Club Use Periods to the extent necessary or desirable to permit the Club to exercise and perform the Club Rights (or with respect to any Club Rights the exercise of which is not limited to Club Use Periods, at other times necessary or desirable for the performance of such Club Rights) (clauses (a)-(d) collectively, the “Club Access Rights”); provided that (x) the Club Access Rights do not entitle the Club or its Affiliates to have access to Other Events without appropriate Admissions Tickets and (y) in its exercise of the Club Access Rights, the Club shall not materially interfere with the rights of Other Users during Other Events. Any breach by the City of its obligations under this Section 2.4.1 that materially interferes with the exercise or performance of the Club Rights shall be a “Club Access Rights Default.”

2.4.2 City Access. The Club acknowledges that the City shall have the right to use, and uninterrupted access to and from, The Lakeland Center, all areas therein and the City Exclusive Areas, including all accessory rights of entry, ingress and egress, on a twenty-four (24) hour per day, year-round basis, except for the Club Exclusive Areas; provided, however, that during the Club Use Periods, the City shall only have such access to the Floor and other areas reserved exclusively for the Club’s use under this Agreement that are necessary or desirable to exercise and perform The Lakeland Center Management. The City shall have the right to enter the Club Exclusive Areas (i) during normal business hours and upon reasonable notice, for the purposes of inspection of The Lakeland Center, and (ii) upon reasonable prior notice whenever necessary to perform The Lakeland Center Management; however, any such entry by the City shall be conducted in such a manner as to minimize interference with the business being conducted in the Club Exclusive Areas. Notwithstanding the preceding sentence, the City shall have the right to enter the Club Exclusive Areas at any time and in any circumstance in which the City in good faith believes that immediate action is required in order to safeguard lives or property (collectively, the “City Access Rights”). The Club shall not be responsible for assisting the City with access to The Lakeland Center nor shall the Club take any action that hinders or restricts the City’s access to The Lakeland Center in any significant respect. Any breach by the Club of its obligations under this Section 2.4.2 that materially interferes with the exercise or performance of the City Rights shall be a “City Access Rights Default.”

2.5 Priority. The City represents, warrants, covenants and agrees that the Club Rights under this Agreement shall be senior and prior to any Lien or other right created by or arising in favor of third parties through the City or any other Public Entity, whether created in compliance with or violation of this Agreement.

2.6 Right to Identify Dangerous Conditions. Without limiting the generality of any other provision entitling a Party to expedited relief, in the event that the Club in good faith believes a condition exists at The Lakeland Center that (i) requires immediate action in order to safeguard lives or property, and (ii) the City has not commenced reasonable action in order to safeguard lives or property within twenty (20) days after being requested, in writing, to do so by the Club (which writing must include reasonable detail of such dangerous conditions and suggested corrective actions), the Club may seek an expedited order from a court of competent jurisdiction or Single Arbitrator determining whether such a condition exists and, if so, ordering the City to take all necessary corrective action within a reasonable amount of time. If the City does not comply with any such order, the Club may undertake the ordered corrective actions. The City shall pay and reimburse the Club for the reasonable costs and expenses incurred by the Club as a result of any such actions taken by the Club that the City otherwise was obligated to take under this Agreement (as determined by the court or Single Arbitrator).

2.7 Authority of City. The City shall have the exclusive right and authority to exercise, or, subject to Section 14.7, delegate the exercise of, its rights, powers and duties as operator of The Lakeland Center. The powers of the City with respect to The Lakeland Center shall be subject only to the exceptions and limitations expressly set forth in this Agreement. The Club shall comply with such reasonable rules governing the security of The Lakeland Center as shall be established by the City from time to time so long as they are consistent with D-League Rules and Regulations and the provisions of this Agreement. In the event D-League Rules and Regulations require the City to physically modify The Lakeland Center or modify its rules or practices governing the security of The Lakeland Center, the Club shall be responsible for any additional costs incurred by the City as a result of such modifications. However, the Club shall not be responsible for additional costs incurred as a result of security modifications mandated by changes to federal, state or local laws or regulations or that become standard for The Lakeland Center or the Arena despite being mandated based on a change in D-League Rules and Regulations.

2.8 Interruption of Game. Notwithstanding the provisions of this Article 2 or any other provision of this Agreement, the City shall at all times retain the right to cause the interruption of any D-League Home Game when necessary to protect public safety, and to likewise cause the termination of such D-League Home Game when such act is necessary to protect public safety. The City agrees that it shall permit the resumption of any interrupted D-League Home Game as soon as the circumstances giving rise to the public safety concerns have been corrected or eliminated and further, the City agrees that it shall use its commercially reasonable efforts to reschedule any D-League Home Game that has been cancelled or cannot be resumed within a reasonable time on the day it was interrupted to the first available open date that is acceptable to the Club and the D-League. The City also shall provide the Club with reasonable assistance if the Club wishes to attempt to acquire a date or time period from any User that has booked such date or time period at The Lakeland Center for the rescheduling of such a Club Event.

2.9 Undisturbed Use. The City acknowledges and agrees that the Club, upon paying when due the Use Fee, and other charges provided for in this Agreement that are the Club's responsibility, and upon complying in all material respects with all of the Club's other covenants in this Agreement, shall have undisturbed use of those portions of The Lakeland Center necessary for Permitted Uses without hindrance or molestation by or from the City or any other party.

ARTICLE 3

TITLE TO THE LAKELAND CENTER; TAX BENEFITS

3.1 City Ownership Interest. Subject to the terms and provisions set forth in this Agreement, and at all times during the Term, legal ownership and control of and legal title to The Lakeland Center and all installations, additions, appointments, partitions, hardware, fixtures and improvements, whether temporary or permanent (except, in each case, only for (i) furniture, trade fixtures and equipment and other personal property belonging to the Club or any of its Affiliates that is properly in The Lakeland Center, and (ii) any equipment or systems, fixed or moveable, that are leased by or in the name of the Club, any of its Affiliates, or to which the vendor retains legal title, placed in or upon The Lakeland Center, whether placed there by the City, the Club or any other Person) are and at all times shall be vested in and remain in the City.

3.2 Club's Interest. At all times during the Term, the Club shall have legal and beneficial ownership of the Use Rights granted to the Club under this Agreement. On the last day of the Term, or upon earlier termination of this Agreement in accordance with its terms, the Use Rights granted to the Club under this Agreement shall automatically revert to the City without the necessity of any further action by either party hereunder; provided, however, that upon the City's request following the effective date of the reversion, the Club shall execute and deliver to the City (in a form reasonably prescribed by the City) all documents necessary to evidence such reversion in accordance with this Section 3.2.

ARTICLE 4

TERM

4.1 Term. The term of the Club Rights and the City Rights under this Agreement shall be effective from and after the Effective Date and continue until June 30, ~~2022~~2023 (the "Scheduled Expiration Date") unless sooner terminated or extended pursuant to the terms of this Agreement. The initial Contract Year of this Agreement shall run from the Effective Date until June 30, ~~2018~~2023.

~~4.2 Early Use. City will provide Club with the Club Exclusive Areas as of December 14, 2016 to the extent that the Club Exclusive Areas are available for beneficial occupancy by the Club.~~

~~4.3 Option to Extend Term. The Parties shall have the right (but not the obligation) upon mutual agreement to extend the Term and the Scheduled Expiration Date on the same terms and conditions set forth in this Agreement for two (2) consecutive five (5) Contract Year periods (if exercised, each an "Extension Term"); provided, that upon exercise of an Extension Term right,~~

~~all references in this Agreement to the “Term” or the “Scheduled Expiration Date” shall mean the Term or Scheduled Expiration Date as so extended by five (5) Contract Years and the Use Fee during the Extension Term shall be as set forth in Section 5.1. The Parties must agree to exercise their right to an Extension Term by memorializing the mutual intent to exercise an Extension Term or before the January 5th immediately prior to the then Scheduled Expiration Date and execute a supplement to this Agreement evidencing such commencement date and the Scheduled Expiration Date of the Extension Term.~~

ARTICLE 5

PAYMENTS

5.1 Use Fee. Subject to all terms, provisions and conditions of this Agreement, in consideration for the City’s grant of the Club Rights (including the Use Rights) to the Club pursuant to this Agreement, the Club shall pay to the City an amount equal to \$6,8009,000 (plus applicable sales taxes and other generally applicable State and local use taxes) per exhibition, regular season, and playoff game played by the Club at the Arena (collectively, the “Use Fee”) with a minimum guaranty of twenty-three (23) D-League Home Games per D-League Season. In addition, the Club will provide the City at no charge with two hundred (200) game tickets per season in locations to be allocated by the Club based on availability. Club will be entitled to hold one (1) game per season at a location other than the Arena (e.g., at the Amway Center in Orlando). Further, Club may hold additional games at locations other than the Arena as required by D-League Rules and Regulations. ~~Use Fee will increase three percent (3%) annually.~~ Beginning on the Effective Date, the Use Fee shall be paid by the Club to the City in equal installments on November 1, January 1, March 1, and June 1 of each Contract Year (each, a “Payment Date”), except that the June payment will be prorated to account for any playoff games. Except as specifically stated in this Agreement, Use Fee includes all game set-up fees, tear down fees, utilities (including water, electricity, ~~telephone~~, and cable/internet and other telecommunications accessibility, but excluding telephone charges), cleaning and other janitorial services, staffing levels, Club game day expenses, and Club contributions to Maintenance and repair of the Arena. The Arena Services will be provided at a level of maintenance and service to be agreed-upon by the Parties (which, at a minimum, will be consistent with NBA Development League (“League”) requirements and comparable facilities used throughout the League). Use Fee includes all utilities and daily cleaning of the Club’s office spaces in The Lakeland Center. Club will have use rights to an agreed-upon minimum number of Center hospitality spaces for a minimum number of game days included in the Use Fee. City will provide (included in the Use Fee) at the Arena the appropriate level/quantity of ticket takers, ticket sellers, ushers, security, EMT personnel, set-up and take-down personnel, cleaning and video production staffing (LED boards, score board, timing system, IT staff), per standards to be agreed-upon by the Club and City.

5.2 Club (at its expense) will provide game-day personnel as required by D-League Rules and Regulations, e.g., score keepers, statisticians, PA announcer, game officials, mascots, game-day entertainment staff, and the like.

ARTICLE 6

PERMITTED USES; REVENUE RIGHTS

6.1 Permitted Uses. Without limiting any other grant of rights set forth in this Agreement, the Club shall, subject to the terms and conditions of this Agreement (including the scheduling provisions set forth in Section 6.3), have the right to use (and to subcontract, with the City's consent, which consent shall not be unreasonably withheld, the right to use in accordance with this Agreement) The Lakeland Center for any of the following purposes (the "Permitted Uses"):

(a) during Club Use Periods, the playing, exhibition, presentation, marketing and broadcasting (or other transmission) of D-League Home Games and other Club Events;

(b) during Club Use Periods, the sale of Concessions, including in restaurants, clubs, bars, kiosks and street level locations;

(c) during Club Use Periods, the sale of Retail Goods, whether in fixed locations or kiosks, carts and similar movable or temporary retail facilities;

(d) on all days in each Contract Year, conducting day-to-day business operations in the Club Exclusive Areas within The Lakeland Center and promotional activities and events, community and public relations events, and all other activities related to the operation of the D-League Team;

(e) on all days in each Contract Year, dedicated/exclusive office space in the whole of the Lake Hunter Room (the "Club Office Space");

(f) City will provide all utilities (including telecommunications service adequate for Club needs) to Club Office Space at no additional cost to Club;

(g) City and Club will agree on office space build-out arrangements for the Lake Hunter Room and costs will be the sole responsibility of City. Club will be involved in design determinations and, at a minimum, the space will include conference rooms and adjacent parking, and Club staff will have access on a 24/7 basis. Office area tenant improvements will be at City's expense, and furnishings/equipment will be at Club's expense and will become Club property;

(h) on all days in each Contract Year, City will provide at the Arena infrastructure for television and radio broadcasts at no charge to Club or broadcaster, including infrastructure for operation of studio and related facilities (if any) for radio, television and other broadcast and entertainment media, including support and production facilities, transmission equipment, antennas and related facilities; provided, however, that the City retains the exclusive right to license or otherwise contract regarding the use of space on the roof of, or in other customary locations at, The Lakeland Center that do not materially interfere with the Club Rights to telecommunication service providers for the placement of antennae and equipment (but

not the exercise of Advertising Rights) and to retain all associated fees. City will not charge any fees in association with broadcasts, including, but not limited to, broadcast origination and phone line fees. City will comply with D-League Rules and Regulations in effect from time to time for the Arena;

(i) on all days in each Contract Year, storage of maintenance equipment, supplies and merchandise used in connection with the operation of the D-League Club or any other Permitted Uses, including basketball equipment, in each case, in the Club Exclusive Areas;

(j) use and enjoyment of the other rights granted to the Club under Section 6.4 of this Agreement;

(k) Club will have access to Arena bowl for the purposes of ticket selling on all non-Club event days, subject to Arena schedule;

(l) City will provide primary tenant locker room area for Club within the existing Arena footprint. Space will include locker accommodations for all players, as well as training room and laundry facilities and showers. Space also will include office space for two (2) coaches (separate and in addition to Club offices described above) accessible on a 24/7 basis during the D-League Season. Space will be consistent with League guidelines for locker rooms. A dedicated Club exclusive space will be provided within the training room for storage of Club training equipment;

(m) City will provide a second locker room at the Arena for use by visiting teams on Event Days, as well as sufficient locker room(s) for referees and other needs consistent with the Quality Operating Standard;

(n) City and Club will agree on locker room build-out arrangements, which must comply with League requirements, and build-out costs will be the sole responsibility of City; and

(o) any other use incidental to the above uses reasonably necessary for the proper presentation of Club Events or, in the Club Exclusive Areas, ancillary or related to the operation of the Club or its Affiliates.

Subject to the terms and conditions of this Agreement, any of the Permitted Uses may be conducted directly by the Club or any of its Affiliates, or, with the City's consent, which shall not be unreasonably withheld, indirectly through other Persons pursuant to Use Agreements or other contracts with, by, through or under the Club or any of its Affiliates. No such use agreement, contract, assignment or conveyance may be entered into if such agreement, contract, assignment or conveyance is likely to materially and adversely affect the Club's ability to perform its obligations under this Agreement.

6.2 Compliance with Applicable Laws.

6.2.1 Club Compliance. The Club shall comply (or require compliance) in all material respects with all Applicable Laws relating to any uses, activities or operations

conducted by the Club or any of its Affiliates at The Lakeland Center (provided such Affiliate is at The Lakeland Center pursuant to a valid contract or other agreement with the Club), including in connection with the exercise of all Permitted Uses. Notwithstanding the foregoing, the Club shall have no liability hereunder for the failure of Other Users deriving their rights by and through the Club (excluding Affiliates of the Club) to comply with Applicable Law; provided, however, that the Club shall use reasonable efforts to require such compliance and shall require compliance with all Applicable Laws in all contracts the Club enters into with Other Users. The Club and its Affiliates shall have the right, however, to contest the validity or application of any Applicable Law by appropriate proceedings, but shall not be excused from compliance with Applicable Laws during the pendency of any such contest proceedings unless a court shall stay or enjoin the enforcement or application of such Applicable Law.

6.2.2 City Compliance. The City shall comply (or require compliance) in all material respects with all Applicable Laws relating to (a) its ownership of The Lakeland Center, and (b) any uses, activities or operations conducted by the City or any User (provided such User is at The Lakeland Center pursuant to a valid license, sublicense or other similar grant of use by the City) at The Lakeland Center. Notwithstanding the foregoing, the City shall have no liability hereunder for the failure of Other Users deriving their rights by or through the City (excluding Affiliates of the City) to comply with Applicable Laws, provided, however, the City shall use reasonable efforts to require such compliance and shall require compliance with all Applicable Laws in all contracts the City enters into with Other Users. The City shall have the right, however, to contest the validity or application of any Applicable Law by appropriate proceedings, but shall not be excused from its compliance with Applicable Laws during the pendency of any such contest proceedings unless a court shall stay or enjoin the enforcement or application of such Applicable Law.

6.3 Scheduling of Club Events.

6.3.1 D-League Home Games. The Club shall have absolute priority to use the Arena on all dates on which D-League Home Games have been (a) scheduled, (b) rescheduled pursuant to Section 2.7 or Section 18.2, or (c) that the Club is required to reserve for the scheduling of D-League Home Games under and in compliance with D-League Rules and Regulations. Currently, but subject to change based on D-League Rules and Regulations, in aggregate, Club shall reserve no more than ~~forty-five~~fifty-five (~~45~~55) dates for each Contract Year by February 1 immediately preceding the Contract Year (the “D-League Home Game Reserved Dates”). Club will receive a minimum of twenty-five (25) evenly-distributed Friday or Saturday, or Sunday nights from November 12 to April 15 each year (or during the regular season timeframe as indicated in the D-League Rules and Regulations) (the “League Season”). Club will receive a minimum of fifteen (15) evenly-distributed weekdays (Monday through Thursday) during the League Season, with a minimum of twelve (12) weekday dates that are not adjacent to other submitted dates. In addition to the ~~forty-five~~fifty-five (~~45~~55) dates, Club will receive a minimum of eleven (11) evenly-distributed dates (the “D-League Playoff Home Game Reserved Dates”) between April 5 and April 30 for League Playoffs (“D-League Playoff Period”). Six (6) of those eleven (11) dates must be Friday or Saturday nights. The Club shall advise the City in writing, not later than five (5) Business Days following its receipt of such information from the D-League, but in no event later than August

30th of the applicable Contract Year, of (i) dates on which D-League Home Games have been scheduled, and (ii) any dates that are no longer required to be held as D-League Home Game Reserved Dates. If D-League Rules and Regulations change after the Effective Date such that the Club can no longer reasonably expect to have the necessary information by that date and the City has the opportunity to reserve the Arena for an Other Event prior to receiving the dates on which D-League Home Games have been scheduled, the City shall advise the Club in writing of the City's intention to reserve the Arena for an Other Event and the Club shall have a right of first refusal for a period of seventy-two (72) hours to reserve the Arena for such date in lieu of the City booking the Other Event. Subject to the provisions set forth in Section 2.3, the City shall not schedule any Other Event or any other activity in the Arena on a D-League Home Game Reserved Date. The Club shall notify the City, in writing, as soon as possible following receipt of the dates of the D-League Playoff Period from the D-League. As soon as the Club has been mathematically eliminated from participation in playoff D-League Home Games, the City shall be free to release all D-League Playoff Home Games Reserved Dates within the D-League Playoff Period for that Contract Year. If the City has scheduled an Other Event at The Lakeland Center in compliance with the scheduling procedures outlined in this Agreement, then the Club agrees that the City shall have no obligation to cancel or reschedule such Other Event upon any request by the Club or the D-League, but shall use commercially reasonable efforts to assist the Club in acquiring that date from the promoter of such Other Event at the Club's sole cost and expense.

6.3.2 Free Use Events. During each Contract Year, the Club also shall have the right to use The Lakeland Center in accordance with this Agreement for Free Use Events. In addition to the fifty-six (56) dates, City will provide Club a minimum of ten (10) Free Use Events. The dates for the ten (10) Free Use Events will be subject to the Club's approval and Arena availability. Club will be charged, at cost (at rates approved by the Club in advance), for any event related labor that is required to be provided by City for any of these events at the Arena. Club may use the court not more than ten (10) times each year on non-game dates for Club-related events/purposes at no additional expense to Club for putting the court down (each, a "Free Court Use Event"), which may be inclusive of dates that are Free Use Events if the court is down for the Free Use Event. For illustrative purposes only, if Club has five (5) Free Use Events where the Court is not down, and five Free Use Events where the court is down, then Club may have up to five (5) more Free Court Use Events. Further, Club may use the court for up to ten (10) additional times each year on non-game dates for Club-related events/purposes if court is already down at no additional cost to Club for putting the court down (each, a "Court Down Event"). However, in the case of the Free Court Use Events and the Court Down Events, the Club will be responsible for space rental fees other than for Free Court Use Events that are also Free Use Events.

6.3.3 The Club shall have the right to reserve certain limited areas of The Lakeland Center outside of the Club Exclusive Areas for basketball practices of the D-League Team ("Club Practices"), media or hospitality events of the Club or any of its Affiliates or other similar events by notice given to the City if the time period that the Club wishes to reserve is not scheduled to be used for an Other Event and such notice is given not later than thirty (30) days prior to such time period (each, a "Club Event"). Any events scheduled pursuant to this Section 6.3.3 shall not constitute an Other Club Event but all rights and revenues relating thereto (if any) shall belong exclusively to the Club. If food and beverage

is purchased for the space, there will be no room rental fee for the space provided the food and beverage purchased equals or exceeds The Lakeland Center's current published Catering Credit for the space. If food and beverage is not purchased in an amount that equals or exceeds The Lakeland Center's current published Catering Credit for the space, then Club will pay the room rental fee for the space in accordance with a rate card to be mutually agreed upon by the Parties, and actual food and beverage costs. Subject to Section 7.8, the City shall provide customary set-up and breakdown services for such Club Practice. The Club shall be responsible for any incremental costs incurred by the City in connection with such Club Practice, including costs of set-up, breakdown, clean-up and other services to the extent that a change or conversion to a basketball configuration that is required to accommodate such Club Practice otherwise would not have occurred at such time or in connection with the next Event scheduled to be conducted at The Lakeland Center.

6.4 Club Revenue Rights.

6.4.1 During all D-League Home Games and Free Use Events, Club shall have the sole and exclusive right to exercise, license, authorize, sell and contract with respect to, and to collect, receive and retain all gross income, revenues and other consideration of every kind and description from, the following rights: D-League game tickets, courtside signage, on-court logos, game uniforms, ball racks, basketball stanchions, logos on press row staff, logos on ball boy staff, Club gear and player uniforms, player bench areas, bench area beverage, drink and/or water containers, player chair backs, clipboards and tablets, VIP row seating placards/back covers, D-League game ticket back advertising, event promotion, game programs and other Club produced collateral material, court naming rights, temporary courtside clubs and hospitality areas, digital and social media rights, temporary parking lot naming rights/lot advertising, temporary exterior displays/activations, concourse/exit ways, signage, product placement at concession stands subject to competitive pricing and a third party agreement between Club and Arena concessionaire, video board/LED/digital signage, temporary marketing and advertising inventory within the Arena (the "Club Exclusive Revenue Rights").

6.4.2 The Club retains the right to manage full Club merchandise operations and will be responsible for all associated costs and revenues. The Club may not sell merchandise for any other building tenant without City approval. Club will retain all revenue from Club-related merchandise. City will provide retail space for Club merchandise at the Arena based upon space availability (provided that space reasonably acceptable to the Club will be available for all Club Events). Initially, designated retail space will be temporary and for Club use only but may change in the future upon mutual agreement of the Parties. Club may produce programs and novelties to be sold to or given to game attendees and will be responsible for all associated costs and will be entitled to all revenues.

6.4.3 Suites. The Arena does not provide the traditional "suite" set-up. Consequently, the Club will have no opportunity to sell traditional suite inventory or receive a percentage of such suite revenues other than courtside suites. However, Club will have the right to sell courtside suite inventory for its games and retain all revenues associated therewith.

6.4.4 Club to receive access to premium or VIP areas of Arena on all game days to host current and potential season ticket holders or sponsors throughout the game as well as during the ten (10) Free Use Events at no additional charge to Club. Club will retain all revenues associated therewith.

6.4.5 Concessions. Club shall be provided with 15% of gross game day general concession revenues for non-playoff games with less than 2,500 total turnstile count. For non-playoff games with a total turnstile count of 2,500 to 3,000, Club shall receive 20% of gross game day concession revenues. For non-playoff games exceeding 3,000 total turnstile count, Club shall receive 25% of gross game day concession revenues. For all playoff games, Club shall receive 25% of gross game day general concession revenues. Club shall retain a percentage of gross game day special concession revenues (defined as total gross specialty concession sales), to be mutually agreed upon by the Parties, for specialty establishments (such as dedicated club or restaurant) which would not be considered general concessions provided establishments are controlled by City or City-designated concessionaire. Club and the City, in conjunction with City-designated concessionaire, will mutually agree on at-cost concessions for special promotions (to be determined), in exchange for Club forfeiting its rights to a negotiated percentage commission for the items involved in the promotion. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that an existing concession agreement is in effect between the City and ~~Ovations Food Services, LP, or their successors and assigns~~ Levy Premium Food Service Limited Partnership, dated ~~November~~ February 1, ~~2009, and subject to an Extension of Concession Agreement dated December 19, 2011 (together, 2021~~ (the “Concession Agreement”), granting to the concessionaire under the Concession Agreement the sole and exclusive right to sell product of a food and beverage nature, including alcoholic beverages, candy products and vending products within The Lakeland Center. The Parties agree that all concession rights granted under this Agreement shall be subject and subordinate to the rights granted to the concessionaire under the Concession Agreement.

6.4.6 Notwithstanding Section 6.4.1, the Club Exclusive Revenue Rights shall be subject to the following exceptions in favor of the City with respect only to Other Events:

(a) Advertising Rights. The City shall have the right to sell, and the right to grant any Person authorized to produce an Other Event the right to sell, (x) any advertising rights on any portion of the Admissions Tickets for all Other Events and (y) Temporary Advertising Rights for the interior of The Lakeland Center (and to retain all revenues therefrom) during or relating to any and all Other Events (which shall include all pre- and post-game or event periods) subject to Section 6.6.6; provided, however, that, in each case, (i) such materials do not obscure, mask, alter, cover or obstruct (electronically or otherwise) (collectively, “Obstruct”) any fixed or permanent Signage (including electronic Signage such as, but not limited to, digital signage, television monitors and video walls) displayed in The Lakeland Center by the Club in accordance with the terms of this Agreement, whether during an Event or otherwise, unless the Obstruction would be caused in order to accommodate the stage or production requirements (including the bowl configuration) of an Event and only if it is not possible to reasonably host the Event without causing the Obstruction, and

(b) Retail Rights. The City or its designees at all times during the Term shall have the sole and exclusive right to exercise, license, authorize, sell, contract and enter into similar agreements with respect to Retail Rights (and to retain all revenues therefrom) during any and all Other Events. Subject to the preceding sentence, the City or its designees may sell any Retail Goods at such Other Events, including Retail Goods that relate to such Other Events and/or the City generally; however, for such purposes Retail Goods shall not include any Basketball Retail Goods. Subject to approval of the event promoter of such Other Events, the Club shall have the right to operate kiosks and portables for the sale of Basketball Retail Goods at such Other Events and retain all Retail Revenues therefrom and the Club shall be responsible for all of the costs and expenses associated with the operation of such kiosks and portables. If the promoter of such Other Event shall have approved the Club's sale of Basketball Retail Goods at retail kiosks or portables during such Other Event, the location of any such retail kiosks and portables at Other Events for the sale of Basketball Retail Goods shall be mutually determined by the City and the Club.

6.5 City Revenue Rights. For the avoidance of doubt, except as indicated herein, the City shall have the sole and exclusive right to collect, receive and retain all gross income, revenues and other consideration of every kind and description from Other Events during the Term.

6.6 Special Revenue Rights Provisions.

6.6.1 Naming Rights. ~~Following~~If Club sells Naming Rights, following receipt by the City of written notice from the Club of the determination of The Lakeland Center Name and final approval of The Lakeland Center Name by the City, the City shall, and shall use commercially reasonable efforts to cause all other Public Entities and any Other User pursuant to Use Agreements entered into by the City to, use exclusively The Lakeland Center Name in all correspondence, communications, advertising and promotion that the City, any other Public Entity or any such Other User may undertake with respect to The Lakeland Center, including in all press releases and other communication and media and in connection with the promotion of the sale of Admissions Tickets to any Other Event. In addition, (i) the City shall reasonably cooperate with the Club to include The Lakeland Center Name on a reasonable amount of directional or other signage that is installed by the City or such other Public Entity that refers to or identifies The Lakeland Center and (ii) the City shall use commercially reasonable efforts to cause all Other Users to include The Lakeland Center Name and other customary recognition for the Naming Rights Sponsor on the Floor and in other camera visible locations during all Other Events. The City and Club shall be equally responsible for all costs and expenses of (w) such Signage of the Naming Rights Sponsor, (x) any change in the recognition of such Naming Rights Sponsor at The Lakeland Center, including, but not limited to, a corporate name change, (y) all costs connected with changes to uniforms, letterhead, stationery, consumable items bearing The Lakeland Center Name and The Lakeland Center Signage (including directional signs) as a result of a name change by the Naming Rights Sponsor, and (z) Florida Department of Transportation or County charges and assessments for changes to road signs or any change thereto as a result of the recognition of a Naming Rights Sponsor. The City shall not grant, license or suffer to exist any naming rights or any other display of any corporate or sponsorship name or any similar designation on any portion of The Lakeland Center that competes with the category of the Naming Rights

Sponsor, if any. The term of any Naming Rights Agreement entered into by the Club may extend past the expiration of the Term of this Agreement with the written consent of the City.

6.6.2 Media Rights. Subject to any Media Rights retained by the D-League under the D-League Rules and Regulations, Club shall have the sole and exclusive right to exercise, control, license, sublease, sell and contract with respect to the Media Rights (and to retain all revenue therefrom) arising from or related to Club Events and events, occurrences, and other matters in the Club Exclusive Areas.

6.6.3 Club Intellectual Property. City will be entitled to include the Club in their respective civic and/or economic development marketing campaigns, subject to (i) prior written approval by the Club of any usage of Club name, images, logos and other intellectual property, (ii) entry into one or more agreements establishing the terms of usage for Club name, images, logos and other intellectual property, and (iii) satisfaction of all applicable D-League Rules and Regulations pertaining to usage of League/Club intellectual property, including any required D-League approvals.

6.6.4 Club will dedicate agreed upon digital signage to promote Other Events. City will promote Club games during Other Events

6.6.5 The Lakeland Center Image Rights. In connection with the Club Exclusive Revenue Rights, the City grants the Club a non-exclusive, royalty-free, fully paid up license to use, and to sublicense consistent with the terms of this Agreement, Symbolic Representations of the appearance of The Lakeland Center and the Arena owned by or licensed to the City (subject to the applicable terms of any such license). The Club acknowledges that the City retains an exclusive, royalty-free, fully paid up license to use, and to sublicense consistent with the terms of this Agreement, Symbolic Representations of the appearance of The Lakeland Center and the Arena owned by the City (subject to the applicable terms of any such license).

6.6.6 Club as Sales Agent for City.

(a) ~~Subject to existing agreements and a baseline annual guaranteed payment of \$25,000 to City,~~ Club will be ~~the exclusive~~ a non-exclusive sales agent for ~~advertising, naming and signage related to current and future Center building assets~~ Building Assets and Naming Rights. Revenue from such sales (net of commissions and hard costs) shall be subject to a split of ~~70~~ 50% to the Club and ~~30~~ 50% to the City. The following entitlements are not available as sellable inventory: Jenkins Arena, Sikes Hall, and Youkey Theatre. Notwithstanding the foregoing, the Conference Center which houses Sikes Hall and the Performing Arts Center which houses Youkey Theater are available to be sold along with the Naming Rights to The Lakeland Center. City reserves the right to approve The Lakeland Center Name, which approval shall not be unreasonably withheld. ~~City shall not have the right to approve specific naming rights to other Center building assets that are available as sellable inventory, however the~~ The product and service categories detailed in Exhibit C (the "Prohibited Categories") shall not be the subject of a Naming Rights agreement and Club shall not grant Naming Rights to Center ~~building assets~~ Building Assets for

products or services within the Prohibited Categories. Should Club have deals that contain Building Assets and/or Naming Rights to The Lakeland Center, Club shall request approval for the sale of the Building Assets and/or Naming Rights from the City, which shall not be unreasonably withheld, and City shall make a determination within seventy-two (72) hours, provided that if the end of the timeframe does not fall on a Business Day, that time frame shall be extended to the close of the next Business Day. Notwithstanding the foregoing, the City may reject any sale of the Naming Rights to The Lakeland Center in its sole and absolute discretion if the sale does not provide the City with the greater of \$250,000 per year or 50% of the revenue from the sale of the Naming Rights to The Lakeland Center. Club may enter into agreements for ~~building-assets~~ Building Assets and Naming Rights that extend beyond the Term of this Agreement with the written consent of the City and will continue to receive payments of its portion of net revenue on deals that extend beyond the Term of this Agreement.

(b) City will use good faith efforts to conduct negotiations with FHSAA to name Club as exclusive sales agent for all FHSAA events in the Arena, in exchange for an annual revenue guarantee to FHSAA and a revenue split between FHSAA, City and Club. Club must approve the annual revenue guarantee before City concludes negotiations. As part of discussions with FHSAA, City and Club also will use good faith efforts to reach agreement with FHSAA on advertising, concessions, merchandizing, and other aspects of FHSAA events held at the Arena. City does not guarantee successful negotiations with FHSAA.

(c) At City's request, Club shall provide a statement of the net annual revenue from the sale of advertising, naming, and signage related to Center ~~building assets~~ Building Assets that are subject to the revenue split. The statement shall itemize the net annual revenue from each Center building asset that is subject to the revenue split and be certified as true and correct by the Club's finance department.

ARTICLE 7

OPERATIONS, MANAGEMENT AND MAINTENANCE

7.1 The Lakeland Center Management. During the Term, the City shall have the exclusive right and responsibility to manage, coordinate, control and supervise the conduct and operation of the business and affairs pertaining to or necessary for the operation, management, and Maintenance of The Lakeland Center on a twenty-four (24) hour per day, year-round basis, subject to the terms and provisions of this Agreement (collectively, "The Lakeland Center Management"). The City shall have such The Lakeland Center Management rights and responsibilities, and shall provide, perform and take (or cause to be provided, performed or taken) all such The Lakeland Center Management services and actions, as may be necessary to Maintain and to operate The Lakeland Center in accordance with the Quality Operating Standard and all Applicable Laws. The City's The Lakeland Center Management responsibilities shall include the following, in each case, in accordance with the Quality Operating Standard and Applicable Law:

(a) subject to Section 6.3, scheduling, contracting for, marketing and promoting Other Events;

(b) providing staff and personnel for the function and operation of The Lakeland Center;

(c) ~~subject to Section 7.3,~~ selling, marketing and establishing the prices, rates, rentals, fees or other charges for goods, services or rights available at or with respect to The Lakeland Center, except for the sale, marketing and pricing of all items (including the prices charged by any Key Vendors at Club Events) included in the Club Exclusive Revenue Rights;

(d) supplying all materials and supplies regularly used and consumed in the operation of The Lakeland Center;

(e) entering into contracts for utilities, equipment, services and supplies necessary for the operation of The Lakeland Center;

(f) ~~subject to Section 0,~~ selection, termination, supervision and control of Key Vendors for all Events;

(g) providing Maintenance of The Lakeland Center necessary to maintain The Lakeland Center in accordance with the Quality Operating Standard;

(h) preparing The Lakeland Center for Events and converting The Lakeland Center from one type of Event to another;

(i) maintaining insurance as specified in Article 10;

(j) Upon the reasonable request of the Club, the City agrees to provide engineering services, power hook-ups, cable access/management, and other customary technical services at no charge to Club, so long as this work is completed during the scheduled working hours of the employees performing the work;

(k) City will install, make available and/or otherwise comply with Club and League technology and wireless network requirements for the Arena;

(l) Basketball-related equipment (E.g.: the basketball court, basket stanchions, game clocks, and TV/video equipment) will be provided in/at the Arena in compliance with the Facility Standards at no additional expense to the Club unless otherwise agreed to by Club;

(m) ~~Club and City will share the cost on an equal basis of a new basketball~~Basketball court to be used during Club games at the Arena (which court will be part of the Club's game-related advertising program). ~~Club will reimburse the City for its 50% share of the court's cost within thirty (30) days of the City's invoice.~~ Club agrees that the new basketball court may be used for FHSAA basketball tournaments and other events hosted by the Center, subject to reasonable terms mutually agreed

upon in advance by the Parties necessary to ensure that the court remains at all times at a high-quality level consistent with D-League Rules and Regulations and also subject to D-League Home Game Reserved Dates, the D-League Playoff Period and any previously-scheduled D-League preseason games;

(n) Floor seating configurations will be agreed to by City and Club (but with all set-up costs to be at no additional expense to the Club);

(o) City will be responsible for cost of construction of courtside suites, including necessary equipment (such suites and equipment to be agreed upon as part of the Center Renovations);

(p) The City shall provide complimentary basic room set-up for Club staff events so long as this work is completed during the scheduled working hours of the employees performing the work. Otherwise, the City shall charge to the Club the actual direct and incremental labor charges incurred (which shall not include a portion of any salaried employees' time);

If the Club elects to perform any Maintenance, such Maintenance shall be performed at the Club's sole cost and expense and only with the City's prior approval and shall not be subject to reimbursement by the City except as provided in Section 2.6, if applicable. However, the Club shall be reimbursed by the City for individual purchases up to ten thousand dollars (\$10,000) if, after conferring with the City: (i) the City and Club agree that the purchase of a product and/or service is needed to prevent a disruption to any Event or critical Club operations, and (ii) the City is not able to procure products and/or services in a timely manner. Nothing in this paragraph shall limit the Club's right to pursue its remedies pursuant to this Agreement (including any damages remedy it may have) if the City has breached its Maintenance obligations.

7.2 Staffing.

7.2.1 The Parties recognize (i) the need to have a single integrated staff to operate The Lakeland Center for Events and (ii) for that staff to be well-trained, particularly in job functions in which there is direct contact with the community. Prior to the Effective Date, the City and the Club shall use their commercially reasonable efforts to agree upon a plan and standards for training of The Lakeland Center staff, staffing and other operating matters (the "Operations Plan"). The cost and expenses of all such training and operating matters necessary to maintain the Quality Operating Standard and to implement the Operations Plan shall be the sole responsibility of the City, except as set forth in Section 7.2.2.

7.2.2 In addition to the Club's rights set forth in Section 7.2.1 above, the Club shall have the right to consult with the City to suggest such staff training and operating practices reasonably necessary to ensure that the Quality Operating Standard is met during Club Events; provided, however, that the City shall make all final staff training and operating practices decisions.

7.2.3 The City shall develop a reasonable credential system for all The Lakeland Center staff and others who need to be entitled to enter The Lakeland Center at all

times, including without limitation for all Club Events and all Other Events, including access by the appropriate Key Personnel, and for all Persons who only need to be present in The Lakeland Center during Other Events. The City shall issue all such credentials to all appropriate The Lakeland Center staff, contractors and subcontractors, including appropriate Key Personnel. The Club shall be responsible for issuing credentials to Persons who only need to be present at The Lakeland Center during Club Events. The City and the Club shall consult and coordinate with respect to these credential systems.

7.3 Key Vendor Selection.

~~7.3.1 As they come up for renewal but subject to Sections 7.3 and 7.5, the City shall prepare, upon consultation with the Club, a schedule setting forth the dates for solicitation, issuance and review of requests for proposals. In accordance with such schedule, (i) the City shall, upon consultation with the Club, prepare any and all requests for proposals to prospective Key Vendors, (ii) the City shall interview such Key Vendors and allow the Club to reasonably participate in such interviews, and (iii) the Club shall have the right to reasonably review and comment upon any and all proposals by such prospective Key Vendors, and, in each case, the City shall give good faith consideration to all reasonable comments of the Club. The City shall, however, have the ultimate right and responsibility for the selection of each Key Vendor; provided, that, (a) such selection is pursuant to a competitive process (as reasonably determined by the City), and (b) the City shall provide reasonable consideration to any Key Vendor suggested by the Club that can match the price, performance and quality terms, taken as a whole, available from other prospective Key Vendors (and shall select the Naming Rights Sponsor and other sponsors of the Club in its vendor category, if applicable, to the extent permitted by applicable laws and regulations). Notwithstanding the foregoing, the City shall have no obligation to select a Key Vendor suggested by the Club to perform security, maintenance, usher and other material The Lakeland Center staffing functions, unless such selection is made in accordance with all selection procedures and requirements required by Applicable Law.~~

~~7.3.2 The City shall have the sole right, upon consultation with the Club, to terminate any Key Vendor but shall consider, in good faith, any experience that the Club may have with any Key Vendor in reaching such determinations; provided, however, that the City shall (i) consult with the Club prior to such termination, (ii) advise the Club of the City's anticipated course of action with respect to such Key Vendor and (iii) not terminate any Key Vendor that is a sponsor of the Club, or is a Naming Rights Sponsor, unless the City shall first provide the Club with notice of such material breach at the same time as the City provides such sponsor (or Naming Rights Sponsor) with such notice, and shall allow the Club a period of thirty (30) days beyond the later of any cure period provided to such sponsor (or Naming Rights Sponsor) to cure any such default and will accept such performance as if rendered by the defaulting sponsor (or Naming Rights Sponsor), but the Club shall not have any obligation to effect a cure.~~

~~7.3.3 During the Term, the City shall, upon consultation with the Club, negotiate all contracts with all Key Vendors; provided, that, the Concessionaire and any other Key Vendor selected in accordance with this Section 0 shall agree to price limitations and quality assurances determined by the City with respect to Other Events and determined by~~

~~the Club with respect to Club Events. The City shall not grant any Key Vendor any official designations or any right to advertise their association with The Lakeland Center, without consultation with Club.~~

7.3 ~~7.4~~ Pouring, Designation and Branding Rights. Club will be included in all negotiation of pouring rights for The Lakeland Center ~~with the intention of increasing the cash portion of The Lakeland Center's deal from its current pouring rights arrangement. Each Contract Year.~~ For the Term of this Agreement, the City will receive a flat payment of twenty thousand dollars (\$20,000) for the pouring rights to The Lakeland Center. Sponsorship elements included within any pouring rights deal are included in the payment above and not subject to agreed upon revenue shares. City shall have no obligation to select the Club's preferred vendor for Pouring Rights.

7.4 ~~7.5~~ Ticket Operations. ~~Notwithstanding Section 0, the~~ The City shall have the sole and exclusive right and responsibility (including the obligation to pay all associated costs and expenses) to conduct all Ticket Operations, including for all Events, in accordance with the Quality Operating Standard, including the right to contract with all contractors and vendors (the "Ticketing Agents") in connection with, and managing, coordinating and supervising all Ticket Operations, all in accordance with this Section 7.5. All tickets and funds received through Box Office shall at all times be under the charge and control of City or its designee and shall remain so until completion of the events contemplated hereunder (and the full and satisfactory settlement of all fees and charges incurred by or owed to the Club in connection with the event or promotion). Notwithstanding the foregoing, Club reserves the right to sell all courtside suites, season tickets, single game tickets and group tickets, and the right to be recognized as the Secondary Box Office for Club Events. The Club will be responsible for all costs associated with such designation.

7.4.1 ~~7.5.1~~ Fees and Expenses of Ticket Operations. Club will use Center's ticketing system for all pre-season, regular season, and playoff game ticket sales for games played at the ~~Arena~~ Center. Center shall be recognized as the Primary Box Office for the purpose of selling Club's tickets and reconciling all accounts. Club shall receive 100% of gross ticket revenue for games, including courtside suites, full season, partial season, group, hospitality and single game tickets. Reconciliation will be completed on a per D-League Home Game basis and payment to Club for ticket revenue will be made in accordance with a schedule to be mutually agreed upon by the Parties.

7.4.2 ~~7.5.2~~ Facility Fees. No convenience charges shall be applied to full season, partial season, group, or hospitality ticket sales at the Secondary Box Office. Subject to current Center service charges to which Center is contractually bound, convenience charges will be applied to single game tickets at all points of sale, including the Secondary Box Office, at rates approved by mutual agreement of City and Club. Club shall receive notice of any changes to service or convenience charges based on modifications, renewals, or new agreements with Ticketing Agents.

7.5 ~~7.6~~ Parking. During Club Events, City will provide Arena complimentary parking for one hundred (100) full and part-time Club employees, staffers and special guests (with submission of parking list on a game-by-game basis). On days other than Club Events, City will provide Arena complimentary parking for fifty (50) Club employees and staffers (with submission

of parking list). The complimentary parking will include a separate, secure parking area to be designated for Club owners, players and coaches. ~~City will receive all parking revenues for non-playoff games at the Arena with less than 2,500 total turnstile count. For (i) games with a total turnstile count of 2,500 or greater, and (ii) all playoff games,~~ Club will receive \$~~2.00~~3.00 per parking ticket on all paid vehicle parking (either through payment by City to Club or credit against the Use Fee). Club retains the right to conduct one D-League Home Game for which there shall be no charge for parking. City retains the right to increase Arena parking fees based on governmental mandate or in mutual agreement with Club for Club Events. Amount of Club's parking rebate will increase proportionately with parking fee increase. City shall receive \$4.00 per game for each season ticket parking pass.

7.6 ~~7.7~~ Condition of The Lakeland Center on Club Event Dates. Without limiting its obligations under Section 7.1, on Club Event Dates, the City shall prepare and operate The Lakeland Center in a condition consistent with the Quality Operating Standard. With respect to D-League Home Games, this obligation includes, in a condition meeting the Quality Operating Standard and all D-League Rules and Regulations as they currently exist and may from time to time be amended, the installation and/or setup of the basketball court and other parts of the Floor and other equipment and facilities necessary for the performance of the D-League Home Game. Court, locker rooms and associated facilities/areas will be available to the Club and to the visiting team on game days starting at 8:00 a.m. (unless City, using its best efforts, is unable to complete tear-down and cleaning operations from Other Events occurring the night before by or before 8:00 a.m.) and ending two (2) hours after the end of the game.

7.7 ~~7.8~~ Operation, Management and Maintenance Expenses. During the Term, except for costs expressly provided in this Agreement to be paid by the Club, the City shall be responsible for payment of all costs associated with The Lakeland Center Management (including all costs associated with Maintenance of all areas of The Lakeland Center other than the Club Property, but including all costs to maintain The Lakeland Center basketball court, basketball equipment, the food and beverage point of sale systems, and, subject to Article 8, Capital Repairs), the insurance it is required to carry under Article 10, and the performance of its other obligations under this Agreement (collectively, the "Operating Expenses").

ARTICLE 8

CAPITAL REPAIRS, CAPITAL IMPROVEMENTS

8.1 Capital Repairs. City, at its expense, commits to maintain its facilities (e.g.: Arena) to meet or exceed the Quality Operating Standards. City shall have exclusive responsibility for, and shall with commercially reasonable promptness perform or cause performance of, all Capital Repairs on, upon, at or with respect to The Lakeland Center and shall be responsible for all expenses relating thereto.

8.1.1 Continuous improvements will be made to the Arena so that the building and facilities meet D-League Rules and Regulations, and meet or exceed standards of the average D-League facility (comparable facility standards) (collectively, "Quality Operating Standards"). Modifications and improvements shall be made from time to time so that the Arena remains compliant with the Quality Operating Standards. Provided, however,

the City's obligation to make modifications and improvements in any Contract Year to comply with the Quality Operating Standards shall be limited to modifications and improvements not exceeding the City Manager's spending authority limit. For the purposes of this Agreement, the City Manager's spending authority limit is currently \$50,000. In the event the necessary modifications and improvements to comply with the Quality Operating Standards in any Contract Year exceed the City Manager's spending authority limit, then an appropriation from the City Commission shall be required prior to the City being obligated to incur such expenditures. City shall use its best efforts to secure City Commission approval for the appropriation. In the event the City Commission, in its sole discretion, declines to make the necessary appropriation, then Club may elect to terminate this Agreement. A copy of the League Rules, Arena Best Practice Guidelines, Guidelines for Professional Quality, and Floor Configurations in effect on the Effective Date of this Agreement is attached hereto as Exhibit "D."

~~8.1.2 City agrees to spend approximately \$14M on initial improvements to the Lakeland Center (the "Center Renovations", which shall include Arena Renovations and Arena improvements as defined herein), of which a mutually agreed upon level shall include Arena Renovations needed to bring the Arena in compliance with the Facility Standards. Initial renovations to be made to the Arena include ADA compliance, mutually agreed upon Arena signage package which includes LED boards and courtside LED, improvements to other venue technology and broadcasting infrastructure, upgrades to Club locker room facilities, and other improvements required by the Facility Standards or as otherwise agreed by the Parties (the "Arena Renovations"). Club shall have a representative included for all decision making related to the expenditures for initial improvements. Prioritization of timing and funding allocations will be given for LED boards and seating configurations for the Arena. Club shall be involved and consulted throughout the Arena Renovations design and construction process. City agrees to make improvements to the Arena to address the following: signage, new court, office renovations/build out, locker room buildout, seating configurations (courtside suites, hospitality, retractables, etc.) (the "Arena Improvements"). Arena Renovations and Arena Improvements must be substantially completed no later than November 1, 2017, with mutually agreed upon sequencing deadlines during the construction process and at a spend level to be agreed upon by the Club but not to exceed \$2,000,000.00. For the purposes of this Agreement, the Arena Renovations and Arena Improvements will be considered substantially completed if they are sufficiently complete that the Club can occupy or utilize them for their intended use and purpose. Once made, the Center Renovations will be the property of City and will remain in place upon the expiration of the Use Agreement.~~

~~8.1.3 Club will be included in all planning, design, and timeline decisions.~~

~~8.1.4 Construction of Arena Renovations and Arena Improvements shall be substantially completed by November 1, 2017 (subject to phasing as mutually agreed by the Parties).~~

~~8.1.5 Remedies for missing the November 1, 2017 Arena Renovation and Arena Improvements substantial completion date may include one or more of the following: (i) Club's right to terminate the Agreement; (ii) prorated reduction in Use Fees based on the number of games for which the Arena Renovations and Arena Improvements are not~~

~~substantially complete; (ii) relocation of D-League Home Games until Arena Renovations and Arena Improvements are completed.~~

ARTICLE 9

TAXES

9.1 Taxes on The Lakeland Center. Legal ownership of and title to The Lakeland Center and other installations, fixtures and improvements owned or licensed by the City or otherwise procured by the City shall be in the City. As provided in this Agreement, the Use Rights granted to the Club by the City are the rights of the Club. The Club shall be responsible, during the Term, for the payment of the following: (i) Taxes, if any (or payments in lieu thereof), created, levied, assessed, confirmed, adjudged, charged or imposed by the City, the County, the State of Florida, any subdivision of any of the foregoing or any other taxing authority upon or with respect to the Club's right to use the Club's Exclusive Areas, (ii) Sales Taxes, if any, assessed upon the payment of the Use Fee, (iii) Personal Property Taxes, if any, assessed upon the Club Property or any other personal property leased or owned by the Club, or any of its Affiliates, or (iv) Taxes, if any, assessed upon the Club's Use Rights during the Term (collectively "Club Taxes"). In the event that the Taxes described in clause (iv) of the preceding sentence are not separately assessed solely on the Club, but are part of a broader assessment on all use rights exercised during a Contract Year, the Club's responsibility for such Taxes under clause (iv) of the preceding sentence shall be limited to an amount equal to such assessed amount multiplied by a fraction, the numerator of which is the number of Club Events during the applicable year and the denominator of which is the total number of Events during the applicable year. The Club shall not be liable or responsible, directly or indirectly, during the Term, for the payment of any Taxes (or payments in lieu thereof) created, levied, assessed, confirmed, adjudged, charged or imposed by the City, the County, the State of Florida, any subdivision of any of the foregoing or any other taxing authority upon or with respect to (x) ownership of property (whether tangible or intangible) in or on The Lakeland Center, except for Taxes described in Section 9.1(iii) or 9.1(iv), or (y) any other personal property (except Personal Property Taxes on the Club Property or any other personal property owned by Club or any of its Affiliates) or improvement owned or leased by or in the name of the City, the County or any other Governmental Authority and used in connection with or located at The Lakeland Center, except for any Club Taxes (collectively, "Club Exempt Real Estate Taxes"). Without limiting the generality of Section 15.9, the Club's responsibility to pay Club Taxes incurred during the Term shall survive the expiration of this Agreement.

9.2 Excess Taxes. During the Term, the City and each other Public Entity shall not, and shall not enter into a written agreement or another written instrument with another Governmental Authority to, impose, levy, assess, confirm, adjudge or charge any Excess Taxes on the Club or its Affiliates or invitees. If, during the Term, any Excess Tax is levied, assessed, confirmed, adjudged, charged or imposed by the City, another Public Entity or any Governmental Authority by or through such a written agreement or other written instrument with the City, then the City shall pay such Excess Tax to the applicable Governmental Authority as and when due; provided, that if and to the extent such Excess Tax has previously been paid by any Person subject to such Excess Tax, the City shall reimburse such amount to the Club within thirty (30) days after the Club requests such payment. The City's obligation under the preceding sentence shall not be subject to offset, reduction, claim, refund or mitigation for any reason, including, without

limitation, the occurrence or continuance of a Force Majeure Event. If the City fails to pay or reimburse when due any Excess Tax that is the City's responsibility under this Section 9.2, the Club shall have the right to deduct the amount of any such Excess Tax paid by the Club or any other Person subject to the Excess Tax from the amount of the Use Fee otherwise due under Section 5.1, or any other amount payable by the Club to the City under this Agreement (other than the Facility Fee), provided that the exercise of such right shall not limit the Club's right to recover any amount not received through such reduction. To the extent that any Excess Tax is levied, assessed, confirmed, adjudged, charged or imposed during the Term by a Governmental Authority other than the City, (x) on the Club, it shall pay such Excess Tax to the applicable Governmental Authority as and when due, or (y) any other such Person, this Section 9.2 shall not be construed to relieve such Person of its obligations to pay such Excess Tax to the applicable Governmental Authority as and when due.

9.3 Club Admissions Taxes. During the Term, the City or any other Public Entity shall not, and shall not enter into a written agreement or another written instrument with another Governmental Authority to, impose, levy, assess, confirm, adjudge or charge any Admissions Tax other than the 7% state Admissions Tax. During the Term, the Club shall pay (or cause to be paid) to the applicable Governmental Authority as and when due any Admissions Tax that is levied, assessed, confirmed, adjudged, charged or imposed by a Governmental Authority (other than the City or any other Public Entity) that the Club or any of its Affiliates is required to pay, or is required to collect from and remit on behalf of others, with respect to Club Events during the Term, unless paid by the City under Section 9.2. Without limiting the generality of Section 9.2, the City shall be responsible for paying or reimbursing to the Club the amount of any such Admissions Tax that is levied, assessed, confirmed, adjudged, charged or imposed in violation of this Section 9.3.

9.4 Club Offset Rights. If the City fails to pay or reimburse when due any Club Exempt Real Estate Taxes, Admissions Taxes or other Excess Taxes for which the City has a reimbursement or payment obligation under this Article 9, the Club shall have the right to deduct the amount of any such Club Exempt Real Estate Taxes, Admissions Taxes or other Excess Taxes paid by the Club, or any other Person whose relationship with the Club, or The Lakeland Center gave rise to such Club Exempt Real Estate Tax, Admissions Tax or other Excess Tax from the amount of the Use Fees otherwise due under Section 5.1, or any other amount payable by the Club to the City under this Agreement (other than the Facility Fee); provided, that (a) the exercise of such right shall not limit the Club's right to recover any amount not received through such a reduction and (b) if the City has delivered a notice to the Club stating that it disputes the exercise of such right, and setting forth in reasonable detail the amount in dispute and its basis for disputing such amount, the Club shall not exercise such right with respect to any disputed amount until a Final Order is issued. The City expressly acknowledges that any payment of any Club Exempt Real Estate Taxes, Admissions Taxes or other Excess Taxes shall not be construed as a waiver of the Club's set-off and recovery rights under this Article 9.

9.5 Interpretation. The provisions of this Article 9 providing the Club with offset or recovery rights with respect to Admissions Taxes, Club Exempt Real Estate Taxes and Excess Taxes shall apply whether such taxes are assessed on or required to be paid by the Club or its Affiliates, or the Club or its Affiliates is required to collect and remit such taxes on behalf of others.

ARTICLE 10

INSURANCE AND INDEMNIFICATION

10.1 Policies Required of the Club. Beginning on the Effective Date, and thereafter at all times during the Term, the Club shall, at its sole cost and expense, obtain, keep and maintain the insurance policies described below in this Section 10.1, in each case subject to Section 10.4.3 and to customary deductibles. Each of the insurance policies that the Club is required to maintain under this Section 10.1 shall (a) list as named insured the Club (and such other parties, other than the parties described in clause (b), as the Club shall designate), (b) except for the Club Workers' Compensation Policy and the Club Property Insurance Policy, list as additional insureds the City (and such other parties as the Club shall designate), and (c) in the case of all liability insurance policies (including the Club Excess/Umbrella Policy), provide coverage for the negligent acts or omissions of (and other matters customarily covered by such policies with respect to) the Club, any of its Affiliates conducting business activities at The Lakeland Center, their respective employees and, in the case of the Club GL Policy (and the related provisions of the Club Excess/Umbrella Policy), their respective invitees, agents, independent contractors or other persons acting for, or under the direction or control of, the Club or any of such Affiliates (including any Contractor or Key Vendor selected by, and acting under the direction or control of, the Club or any of such Affiliates) (collectively, the "Club Insured Parties").

10.1.1 Commercial General Liability Policy. A commercial general liability insurance policy ("Club GL Policy"), written on an occurrence basis affording protection against liability arising out of personal injury, bodily injury and death, property damage, personal injury and/or advertising injury occurring in, upon or about The Lakeland Center or resulting from, or in connection with, the Club's or any of its Affiliates' use or occupancy of The Lakeland Center or the negligent acts or omissions of any of the Club Insured Parties (i) during Club Events, and (ii) at all times in the Club Exclusive Areas or elsewhere in The Lakeland Center where a Club Insured Party is conducting business activities, with a combined single limit for each occurrence of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence and not less than One Million and No/100 Dollars (\$1,000,000) in the annual policy aggregate, and containing provisions for severability of interests. The Club GL Policy shall be in such amount and with such policy limits so that the coverage and limits are adequate to maintain the Club Excess/Umbrella Policy without gaps in coverage between the Club GL Policy and the Club Excess/Umbrella Policy.

10.1.2 Workers' Compensation Policy. A workers' compensation and employers' liability insurance policy and any and all other similar 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 the Club or any of its Affiliates conducting material business activities at The Lakeland Center (collectively, the "Club Workers' Compensation Policy") affording protection as required by state law. The Club Workers' Compensation Policy shall be in such amount and with such policy limits so that the coverage and limits are adequate to maintain the Club Excess/Umbrella Policy without gaps in coverage between the Club Workers' Compensation Policy and the Club Excess/Umbrella Policy.

10.1.3 Excess/Umbrella Policy. An excess or umbrella liability insurance policy (“Club Excess/Umbrella Policy”), written on an occurrence basis in an amount not less than Four Million and No/100 Dollars (\$4,000,000.00) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required under Section 10.1.1 and Section 10.1.2 (specifically scheduling or listing such underlying policies) and following the form of such underlying policies, including the requirement to include the City as an additional insured.

10.2 Policies Required of the City. At all times during the Term, the City shall, at its sole cost and expense, obtain, keep and maintain the insurance policies described below in this Section 10.2, in each case, subject to Section 10.4.3 and to customary deductibles. Each of the insurance policies that the City is required to maintain under this Section 10.2 shall (a) list as named insured the City (and such other parties, other than the parties described in clause (b), as the City shall designate), (b) except for the City Workers Compensation Policy and City Property Insurance Policy (which City Property Insurance Policy shall list the following parties as loss payees pursuant to Section 10.2.4), list as additional insureds the Club, its Affiliates (and such other parties as the City shall designate), and (c) in the case of all liability insurance policies (including the City Excess/Umbrella Policy), shall provide coverage for the negligent acts or omissions of (and other matters customarily covered by such policies with respect to) the City, its Affiliates, their respective employees and, in the case of the City GL Policy (and the related provisions of the City Excess/Umbrella Policy), their respective invitees, agents, independent contractors or other persons acting for or under the direction or control of the City or such Affiliates (including any Contractor or Key Vendor selected by, and acting under the direction or control of the City or such Affiliates) (collectively, the “City Insured Parties”).

10.2.1 Commercial General Liability Policy. Subject to Section 10.2.6, a commercial general liability insurance policy (“City GL Policy”), written on an occurrence basis and limited to The Lakeland Center (or if not so limited, having a general aggregate limit that shall be site-specific to The Lakeland Center), affording protection against liability arising out of personal injury, bodily injury and death, property damage, personal injury and/or advertising injury occurring in, upon or about The Lakeland Center or resulting from, or in connection with the City’s operation, use or occupancy of The Lakeland Center, or the negligent acts or omissions of any of the City Insured Parties with a combined single limit for each occurrence of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence and not less than Two Million and No/100 Dollars (\$2,000,000) in the annual policy aggregate at any time, and containing provisions for severability of interests. The City GL Policy shall be in such amount and with such policy limits so that the coverage and limits are adequate to maintain the City Excess/Umbrella Policy without gaps in coverage between the City GL Policy and the City Excess/Umbrella Policy. The City GL Policy will include, without limitation, endorsements for: (i) premises and operations coverage with no exclusions for explosion, collapse, or underground property damage, (ii) blanket contractual liability coverage with the personal injury exclusion deleted, (iii) host/liquor liability coverage, (iv) broad form property damage coverage, (v) incidental medical malpractice liability coverage, (vi) hoists, elevators, and escalators coverage and (vii) garagekeepers coverage.

10.2.2 Workers' Compensation Policy. Subject to Section 10.2.6, a workers' compensation and employers liability insurance policy and any and all other similar 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 the City in connection with The Lakeland Center (collectively, the "City Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit). The City Workers' Compensation Policy shall be in such amount and with such policy limits so that the coverage and limits are adequate to maintain the City Excess/Umbrella Policy without gaps in coverage between the City Workers' Compensation Policy and the City Excess/Umbrella Policy.

10.2.3 Excess/Umbrella Policy. An excess or umbrella liability insurance policy ("City Excess/Umbrella Policy"), written on an occurrence basis and limited to The Lakeland Center (or, if not so limited, having a general aggregate limit that shall be site-specific to The Lakeland Center), in an amount not less than Four Million and No/100 Dollars (\$4,000,000) per occurrence and in the aggregate for personal injury, body injury and death and/or property damage liability combined, and including, without limitation, excess or umbrella for liquor. The City Excess/Umbrella Policy shall be written on an excess basis above the other coverages required of the City in Sections 10.2.1, 10.2.2 and 10.2.5, shall specifically schedule or list such underlying policies and shall follow the form of such underlying policies, including the requirement to include the Club and its Affiliates as additional insureds. Without limiting the City's obligations under any other provisions of this Section 10.2, each insurance policy that the City is required to or does maintain under this Article 10 (including any policies that, pursuant to Section 10.2.6, may be maintained on a self-insured basis pursuant to any statutory authorization) shall be in such amounts and with such policy limits so that the coverage and limits are adequate to maintain full coverage under the City Excess/Umbrella Policy with respect to the acts, omissions or Losses to be covered under such other policies and the City Excess/Umbrella Policy.

10.2.4 Property Insurance Policy. A property insurance policy (the "City Property Insurance Policy") providing for coverage of The Lakeland Center against physical loss or damage or destruction from such perils as are covered by an "all risk" policy, together with such other perils customarily insured against in commercial property insurance policies in Lakeland, Florida, including in all events without exclusions for floods, hurricane, wind or hail, except to the extent insurance against such perils is from time to time not available on commercially reasonable terms in Lakeland, Florida (in which case such insurance shall be obtained to the extent available on commercially reasonable terms). The City Property Insurance Policy shall be in an amount equal to the replacement cost of The Lakeland Center, shall name the City as the named insured and shall name the Club, and its Affiliates as additional loss payees. The City shall have no obligation to insure the Club Property. The City Property Insurance Policy shall include Boiler and Machinery coverage and Demolition and Increased Cost of Construction (Law and Ordinance) coverage. In lieu of obtaining the City Property Insurance Policy, the City shall have the right, upon at least thirty (30) days prior notice to the Club, to list The Lakeland Center on the City's blanket or master property

insurance policy provided that The Lakeland Center is listed with a separate scheduled limit applicable solely to The Lakeland Center equal to the full replacement cost thereof and the City's blanket or master property insurance policy otherwise satisfies the requirements of this Agreement applicable to the City Property Insurance Policy, including Section 10.4.

10.2.5 Automobile. Subject to Section 10.2.6. Automobile liability coverage (the "City Automobile Policy") insuring against liability arising from the maintenance, use, loading and unloading of all City owned, non-owned, hired, leased or rented trucks, automobiles and other vehicles arising from bodily injury, death or property damage, with a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence.

10.2.6 Self-Insurance. Notwithstanding anything to the contrary in Section 10.2.1, Section 10.2.2 and Section 10.2.5, but subject to its other obligations under this Agreement (including its obligations under Section 10.2.3, and Section 10.6), the City may, in lieu of the City GL Policy, City Worker's Compensation Policy and City Automobile Policy, provide all coverage for all named insureds and all additional insureds entitled to such coverage under such provisions pursuant to statutorily authorized self-insurance programs for municipal governments in Florida that meet such requirements. For the avoidance of doubt, any such self-insurance program must provide at least the type and amount of coverage that would have been provided by third-party policies issued by a carrier meeting the requirements of this Article 10 and such program may not impose any conditions on the additional insureds or their rights not generally imposed by such third-party policies. The City represents and warrants to the Club that it has such statutory authorization. The City's rights under this Section 10.2.6 shall not relieve it of its obligations at all times to maintain the City Excess/Umbrella Policy with a carrier meeting the requirements of this Article 10. At least thirty (30) days prior to each Contract Year, the City shall provide the Club with a notice identifying all policies it has elected to self-insure for that Contract Year (and the extent of such self-insurance) under this Section 10.2.6.

10.2.7 Insurance Required of Users, City Contractors and Key Vendors. The City agrees to obtain from and require each of the Users, and any Contractors or Key Vendors selected by, and acting under the direction or control of, the City or any Affiliate of the City with respect to the Arena or the Club Exclusive Areas, contractual indemnities (of which the Club and the County will be intended third party beneficiaries) and insurance in favor of the City Insured Parties and the Club Insured Parties in accordance with the requirements of Section 10.6.6. The City shall require such Users, Contractors and Key Vendors to maintain insurance meeting the requirements of, and otherwise to comply with the procedures outlined in Section 10.4.

10.3 Blanket or Master Policy. Any one or more of the types of insurance coverages required in this Article 10 may be obtained, kept and maintained through a blanket or master policy insuring other Persons (such as any member or Affiliate of the City or the Club), provided that such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Agreement, including the site specific requirements.

10.4 Additional Policy Requirements.

10.4.1 Insurers: Certificate and Other Requirements.

(a) Each Party shall cause all policies required under this Article 10 to be non-assessable and to contain language to the effect that (i) any loss shall be payable notwithstanding any act or negligence of such Party that might otherwise result in the forfeiture of the insurance (provided that such policies may include standard policy exclusions, including exclusions relating to criminal and willful acts), and (ii) subject to Section 10.6.6, the policies shall be endorsed to be primary and shall not be considered contributing insurance with any insurance that may be carried by the other Person.

(b) All insurance policies required to be procured under this Article 10 shall be effected under valid policies issued by insurers which have an Alfred M. Best Company, Inc. rating of “A-” or better and a financial size category of not less than “VIII” or, if Alfred M. Best Company, Inc. no longer uses such rating system, then the equivalent or most similar ratings under the rating system then in effect, or if Alfred M. Best Company, Inc. is no longer the most widely accepted rater of the financial stability of insurance companies providing coverage such as that required by this Agreement, then the equivalent or most similar rating under the rating system of the most widely accepted rater of the financial stability of such insurance companies at the time.

(c) Each insurance policy required to be carried under this Article 10 shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled or not renewed, or coverage hereunder materially reduced, unless the other Party shall have received written notice of cancellation, non-renewal or material reduction in coverage, in each case (except for notice of cancellation due to non-payment of premiums) by written notice sent to the other Party not less than thirty (30) days prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to the other, non-cancelled Party on the earliest possible date, but in no event less than ten (10) days, prior to the effective date of such cancellation.

(d) Each liability insurance policy required to be carried under Sections 10.1 and 10.2 shall provide that all defense costs are outside the policy limits.

10.4.2 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 Agreement, at least twenty (20) days prior to 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, each Party 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 the issuer of such policies, or in the alternative, 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 thirty (30) days after the effective date of any insurance policy required under this Agreement, each Party shall provide the other Party with reasonable evidence that premiums have either been paid or are payable in installments. By no later than one hundred twenty (120) days after the effective date of any insurance policy required under this Agreement, each Party shall provide the other Party with a copy of such insurance policy; each Party shall have the right to redact from such copies any endorsements added or deleted to such policy that are not relevant to its insurance obligations under this Article 10. All certificates of insurance shall be in a form reasonably acceptable to the Club and the City, and certificates of property insurance shall confirm the insurer's consent to all waivers of the insurer's right of subrogation, as provided for in Section 10.4.1(a).

10.4.3 Matters Subject to Exclusions. Notwithstanding anything to the contrary in this Agreement, neither Party shall be obligated to carry insurance for matters generally subject to exclusions by the insurance industry. These exclusions currently include, but are not limited to, nuclear events, acts of war, and terrorism.

10.4.4 Changes in Insurance Industry. Upon the written request of either Party, their representatives shall meet to discuss possible modifications to any of the foregoing insurance requirements if material changes in the availability and cost of the required coverage warrant such action. Any changes made to the insurance required by this Agreement will be made only with the written approval of the City and the Club, which approval shall not be unreasonably withheld, conditioned or delayed and shall be binding on all other insureds. Not more than once every five (5) Contract Years, the Parties shall reassess the amount of coverage maintained by each Party under this Agreement and make such changes as are commercially reasonable.

10.4.5 Failure to Maintain. Subject to Section 10.2.6, in the event that the City or the Club shall fail to obtain or maintain any of the insurance policies required under this Article 10 or to pay any premium in whole or part relating to any such policy, the City or the Club, as applicable, shall have the right (but not the obligation), without waiving or releasing any obligation or liability of such party hereunder, to obtain and maintain such insurance policies or to pay such premium and take any other actions with respect thereto that the other party was otherwise required to maintain, pay or take under this Article 10. All amounts paid by one Party on behalf of the other Party under this Section 10.4.5 ("Insurance Amounts") shall be reimbursed to the paying Party (together with interest at the Interest Rate), upon demand, by the Party that had such obligation.

10.4.6 Waiver of Subrogation. The City and the Club hereby release each other and their respective employees and agents, but only to the extent of Losses coverable under the insurance coverages required to be maintained under this Agreement, from any and all liability or responsibility to the other whatsoever, even if such Loss shall be brought about by the fault or negligence of the other party, for all claims by the City or the Club, as the case may be, or by anyone claiming by, through or under it or them, by way of subrogation or otherwise, for any Losses of the releasing party. The City and the Club shall cause all policies of insurance required to be carried under this Agreement, to be written to permit the insured hereunder to grant the foregoing release and to waive the right of the insurer to be subrogated

to the rights of the insured with respect to any claim for Losses which the City or the Club, as the case may be, may have against the other.

10.5 Proceeds of Insurance. Without limiting the City's obligations under Article 8 with respect to Capital Repairs or under Article 12 with respect to Casualty Repair Work, any and all Insurance Proceeds paid under the City Property Insurance Policy shall be payable to the City, and shall be held by the City in trust and applied pursuant to, and under the conditions set forth in, this Agreement. The City shall disburse all Insurance Proceeds available for restoration, replacement, rebuilding, repair or alteration of The Lakeland Center to such third-party contractors and consultants as the City may direct as work proceeds for restoration, replacement, rebuilding, repair or alteration of The Lakeland Center in accordance with Article 12, subject to any retainage to which the City may be entitled under the applicable contracts. Any Insurance Proceeds remaining in trust following completion of and full payment for such restoration, replacement, rebuilding, repair or alteration shall be paid to the City. The City shall provide the Club with periodic reports summarizing in reasonable detail the manner in which such insurance proceeds were spent and the amount remaining unapplied.

10.6 Indemnification.

10.6.1 City's Agreement to Indemnify. Subject to Section 10.7, the City shall, except as provided in Section 10.6.2, defend, protect, indemnify and hold harmless the Club, or any of its Affiliates with a right to be on the Premises, and each of their respective direct and indirect officers, directors, members, partners, shareholders, employees (collectively, "Club Indemnitees"), from and against any and all losses, liabilities, damages, suits, claims, judgments and expenses of any nature (including, without limitation, reasonable attorneys' fees and expenses, whether in actions between the Parties or actions brought by third parties) (collectively, "Losses"), arising from or relating to any of the following:

- (a) the operation of The Lakeland Center by the City, its Affiliates, or their respective employees, officers or directors, or any Contractor, Concessionaire, other Key Vendor or other Person whose rights arise by, from or through the City or its Affiliates, including during Club Events and Other Events;
- (b) the exercise by the City or its Affiliates of any of the City's rights under this Agreement or the performance (or failure by the City to perform) any of the City's obligations under this Agreement, including during Club Events;
- (c) any negligence, whether by act or omission, or misconduct of the City or its Affiliates in connection with The Lakeland Center, and any negligence, whether by act or omission, or misconduct of any Contractor, Concessionaire or other Key Vendor or Person whose rights arise by, from or through the City or its Affiliates, or any of their respective employees, officers, directors or agents, in each case, in connection with The Lakeland Center; or
- (d) any material breach of, or material misrepresentation in, this Agreement by the City.

10.6.2 City's Exclusions. Notwithstanding the provisions of Section 10.6.1, the City shall not be liable for any Losses to the extent arising from or incurred in connection with:

- (a) any injury to or death of a Person or any damage to property (including loss of use) to the extent caused by the negligence or willful act of any Club Indemnitee or any Contractor, Concessionaire (if any), other Key Vendor (if any) or other Person whose rights arise by, from or through the Club or any of its Affiliates; or
- (b) any violation by the Club, or its Affiliates of any provision of this Agreement or any Applicable Law to the extent any Losses are directly and proximately caused by such violation.

10.6.3 Club's Agreement to Indemnify. Subject to Section 10.7, the Club shall, except as provided in Section 10.6.4, defend, protect, indemnify and hold harmless the City, its Affiliates, and their respective direct and indirect officers, directors, employees and appointed and elected officials (collectively, "City Indemnitees") from and against any and all Losses, arising from or relating to the following:

- (a) the operation of any function at The Lakeland Center by the Club or its Affiliates, employees, officers or directors, or any Contractor or other Person whose rights arise by, from or through the Club, or any of its Affiliates, including during Club Events and Other Events;
- (b) the exercise by the Club or its Affiliates of any of the Club's rights under this Agreement or the performance (or failure by the Club to perform) any of the Club's obligations under this Agreement, including during Other Events;
- (c) any negligence, whether by act or omission, or misconduct of the Club or any of its Affiliates in connection with The Lakeland Center, and any negligence, whether by act or omission, or misconduct of any Contractor, Concessionaire (if any) or other Key Vendor (if any) or Person whose rights arise by, from or through the Club or any of its Affiliates, or any of their respective employees, officers, directors or agents, in each case, in connection with The Lakeland Center; or
- (d) any material breach of, or misrepresentation in, this Agreement by the Club.

10.6.4 Club's Exclusions. Notwithstanding the provisions of Section 10.6.3, the Club shall not be liable for any Losses to the extent arising from or incurred in connection with:

- (a) any injury to or death of a Person or any damage to property (including loss of use) to the extent caused by the negligence or willful act of any

City Indemnitee or any Contractor, Concessionaire or other Key Vendor or Person whose rights arise by, from or through the City or its Affiliates; or

(b) any violation by the City of any provisions of this Agreement or any Applicable Law, to the extent any Losses are directly and proximately caused by such violation.

10.6.5 Conduct of Third-Party Claims. Any Person entitled to indemnification under this Section 10.6.5 (the “Indemnified Party”) shall, promptly after the receipt of notice of any legal action or claim against such Indemnified Party by a third party in respect of which indemnification may be sought pursuant to this Section 10.6.5, notify the Person obligated to provide such indemnification (the “Indemnifying Party”) of such action or claim; provided that a delay in giving such notice shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the action or claim. In case any such action or claim shall be made or brought against the Indemnified Party, the Indemnifying Party may assume the defense thereof with counsel of its selection reasonably acceptable to the Indemnified Party, provided the Indemnifying Party provides written notice to the Indemnified Party that the Indemnifying Party will undertake such defense and will indemnify the Indemnified Party with respect to such action or claim. In such circumstances, the Indemnified Party shall (i) cooperate with the Indemnifying Party and provide the Indemnifying Party with such information and assistance as the Indemnifying Party shall reasonably request in connection with such action or claim and (ii) at the Indemnified Party’s own expense, have the right to participate and be represented by counsel of its own choice in any such action or with respect to any such claim. If the Indemnifying Party assumes the defense of the relevant claim or action, the Indemnifying Party shall control the settlement of such claim or action; provided, however, that the Indemnifying Party shall not conclude any settlement or consent to the entry of any judgment which does not include an unconditional release of the Indemnified Party from all liability in connection with the claim without the prior written consent of the Indemnified Party.

10.6.6 Third Party Indemnification.

(a) The City shall obtain for the Club and any of its Affiliates from any User, Contractor, Concessionaire, other Key Vendor or other Person providing material services with respect to the Arena or the Club Exclusive Areas by, through, or on behalf of the City or any Affiliate of the City, contractual indemnities and rights as an additional insured under any contractually required insurance comparable to any indemnities and additional insured rights obtained for the City.

(b) The Club shall obtain for the City, the County and any of its Affiliates from any User, Contractor, Ticketing Agent and any other Person providing material services at The Lakeland Center by, through or on behalf of the Club or any Affiliate of the Club, contractual indemnities and rights as an additional insured comparable to any indemnities and additional insured rights obtained for the Club.

(c) Each of the City and the Club shall use commercially reasonable efforts to obtain indemnities and rights as an additional insured for itself and the other Party from the third parties identified in Section 10.6.6(a) and Section 10.6.6(b), respectively, that are usual, customary and reasonable under the circumstances and in light of the nature of the services to be provided by such third parties. Neither the City nor the Club shall be deemed in breach of this Section 10.6.6 if it otherwise maintains insurance policies that name the other Party as an additional insured (or provides the other Party with indemnification) with respect to the risks and potential Losses that otherwise would be covered by such third-party insurance policies and indemnification; provided, that in all events the City shall require the Concessionaire, at such time as the City enters into a new or renewal of an agreement with the Concessionaire, to maintain liquor liability coverage in amounts consistent with industry standards for concessionaires operating at similar venues, but in no event less than five million dollars (\$5,000,000), and otherwise meeting the requirements of this Article 10 applicable to the City GL Policy and the City Excess/Umbrella Policy, including the requirements of Section 10.4. In addition, obtaining such third-party insurance policies and indemnities shall not reduce or affect the insurance or indemnification obligations of the City or the Club under this Agreement or adversely affect in any way the rights of the City or the Club to collect its Losses under (i) the insurance (including self-insurance) that the other is obligated to maintain under this Article 10, or (ii) the indemnities that the other provides under Section 10.6. All such insurance and indemnities provided by the City or the Club to the other under this Agreement shall be primary both with respect to any insurance policies that the other maintains for its own account and any third-party insurance and indemnities, and neither shall have any obligation to pursue claims under such third-party insurance or indemnities (but the City or the Club or their respective insurers, as applicable, shall be subrogated to such rights against the insurance policies or indemnities of such third parties to the extent of any payments it makes to the Club or the City, as applicable). Subject to the foregoing provisions of this Section 10.6.6, the City and the Club may require all such insurance and indemnities from third-parties to be contributing.

10.6.7 Insurance Recoveries. Subject to Section 10.4.1. and Section 10.5, the indemnification amounts due to any Person under this Agreement shall be reduced by any insurance proceeds actually received by such Person from any insurance policy provided by the other Person.

10.6.8 Survival. The indemnities contained in this Section 10.6 shall survive the expiration or earlier termination of this Agreement.

10.7 Contract Year Limits. If any acts or omissions of the Club or the City (each, a “Responsible Party”) in a given Contract Year give rise to one or more claims for indemnification under Section 10.6 for Losses suffered by the other Party, and such acts or omissions of the Responsible Party are of the type that are intended by the Parties to be covered by one or more of the liability insurance policies (or self-insurance policies) that such Responsible Party is to procure under this Article 10, then the aggregate liability of the Responsible Party to the other Party for

Losses arising from all such acts or omissions in such Contract Year (inclusive of deductibles or self-insurance amounts it pays or reimburses directly) shall not exceed the greater of (i) \$4 million or (ii) the amount of all liability insurance coverage it is required to carry under this Agreement with respect to such acts or omissions; provided, that such aggregate liability shall be reduced to the extent the other Party recovers any amounts under the insurance policies (or self-insurance policies) procured or provided by the Responsible Party under this Agreement. For the avoidance of doubt, the limitations under the preceding sentence shall not (a) apply to claims under the City Property Insurance Policy or Article 12, or any claim by either party against the other for any material breach of, or material misrepresentation in, this Agreement (other than material breaches constituting negligence or other tortious conduct that are subject to coverage under such liability insurance), (b) limit the right of either Party to recover its Losses from the other under Section 10.6 because the indemnifying Party either failed to carry insurance or failed to carry insurance that applied to a claim for which the claiming Party is entitled to indemnification under this Agreement, (c) limit the right of either Party to recover under any applicable third-party insurance or indemnity or (d) limit the right of either Party to recover Losses pursuant to claims arising in any other Contract Year.

ARTICLE 11

CLUB COVENANTS

11.1 Hazardous Materials. The Club agrees that it will not place, handle, hold, store, or dispose of any Hazardous Materials under, in or at The Lakeland Center and the Club shall strictly comply with all Applicable Laws related to Hazardous Materials, to the extent applicable to its activities. The Club agrees that no gasoline, acetylene or other fuel or combustible substance shall be admitted to The Lakeland Center by the Club without the prior approval of the City, the City of Lakeland Fire Department and any other Governmental Authority with respect to such matters, and the Club shall not, without the prior written consent of the City, put up or operate any engine, motor or machinery in The Lakeland Center, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than gas or electricity for illuminating The Lakeland Center, except in each case for incidental or immaterial quantities, or engines, motors or machinery or substances therein, included in vehicles and other property permissibly brought to The Lakeland Center by the Club under this Agreement.

ARTICLE 12

CASUALTY DAMAGE

12.1 Damage or Destruction. If, at any time during the Term, there is any Casualty to all or any part of the Arena or the Club Exclusive Areas, (a) the Party that first discovers or learns about the Casualty shall promptly notify the other Party, (b) the City shall promptly secure the area that has been damaged or destroyed to safeguard against injury to Persons or Property and (c) the City shall (i) promptly remediate any hazard, restore the Arena and/or Club Exclusive Areas to a safe condition, remove debris and make such temporary repairs as may be necessary to protect Persons and other Property and (ii) subject to Section 12.3, promptly commence and thereafter proceed with reasonable diligence to repair, restore, replace or rebuild the Arena and/or Club

Exclusive Areas as nearly as practicable to a condition that is at least substantially equivalent to that existing immediately before the Casualty (the work required under clauses (i) and (ii) being the “Casualty Repair Work”). Subject to the provisions of Section 12.3, the Casualty Repair Work contemplated by clause (ii) of the preceding sentence shall commence as soon as practicable based on the nature of the Casualty, and in all events not later than one hundred eighty (180) days after the Casualty occurs; such one hundred eighty (180) day period shall be extended (provided the City is proceeding with reasonable diligence) in the event of Casualty Repair Work reasonably expected to cost more than Twenty-Five Million Dollars (\$25,000,000) or where the nature of the Casualty and the contemplated Casualty Repair Work reasonably requires additional time, not to exceed an additional one hundred eighty (180) days, as is commensurate with any delays due to adjustment of insurance, preparation of any necessary plans and specifications, bidding of contracts and obtaining of all required Approvals. Notwithstanding the foregoing, in the event of an End of Term Casualty, all such Casualty Repair Work shall be commenced within sixty (60) days after the Parties’ termination rights under Section 12.3 have expired. The Club shall have the right to review all construction plans for the Casualty Repair Work and to participate in an advisory capacity in the design and construction process, except that no material changes shall be made in any aspect of The Lakeland Center if the change would result in a violation of D-League Rules and Regulations or the Quality Operating Standard or otherwise affect adversely the playing, production, telecasting or economic exploitation of, or fan experience at, The Lakeland Center for D-League Home Games.

12.2 Insurance Proceeds; Requirements for Disbursement. Any Insurance Proceeds paid pursuant to the City Property Insurance Policy with respect to a Casualty shall be paid and applied in accordance with Section 10.5. Except as provided in Section 12.3, such Insurance Proceeds shall be held by the City in trust for the purpose of paying the cost of the Casualty Repair Work and applied to the payment of the costs of the Casualty Repair Work from time to time as the Casualty Repair Work progresses.

12.3 Option to Terminate.

12.3.1 Substantial Damage or Destruction. If any portion of the Arena or Club Exclusive Areas is damaged or destroyed by Casualty such that an Untenantable Condition exists, and a determination is made pursuant to Section 12.3.3 that, assuming the City takes the maximum amount of time permitted under Section 12.1 to commence construction activities, such damage or destruction cannot be (or cannot reasonably be expected to be) repaired, restored, replaced or rebuilt in order to remedy such Untenantable Condition within (x) twenty-four (24) months of the occurrence of the Casualty, or (y) in the case of any Casualty that occurs during the last three (3) Contract Years of the Term or during the Extension Term, within nine (9) months of the occurrence of such Casualty (a Casualty under this clause (y) being an “End of Term Casualty”), the Club shall have the right to terminate this Agreement without liability. In addition, in the case of an End of Term Casualty, the City also shall have the right to terminate this Agreement. If the Club wishes to exercise its right of termination pursuant to Section 12.3.1(x), it shall do so by notice to the City given not later than one hundred eighty (180) days after receipt of a determination under Section 12.3.3. If either the City or the Club wishes to exercise its termination right under Section 12.3.1(y) due to an End of Term Casualty, it shall do so by notice to the other given not later than thirty (30) days after receipt of a determination under Section 12.3.3.

Upon the service of a notice of termination due to a Casualty under this Section 12.3.1, the provisions of Section 12.3.2 shall apply.

12.3.2 Application of Proceeds. In the event that this Agreement is terminated pursuant to the provisions of Section 12.3.1(x) or 12.3.1(y), or the City fails to undertake the Casualty Repair Work within three hundred sixty (360) days after the Casualty occurs (or sixty (60) days in the case of an End of Term Casualty), the Insurance Proceeds, if any, payable under the City Property Insurance Policy shall be payable to the City and the Club in proportion to the ownership rights of the property damaged. All payments due to the Club shall be subject to any rights of any lender of the Club. Such payments to the Club shall not relieve the City of its obligations under Section 12.1 if this Agreement is not terminated.

12.3.3 Inability to Timely Rebuild. The determination of the time that is reasonably expected to be necessary to rebuild, repair, restore or replace the damage or destruction from the Casualty shall be made by an independent architect or construction manager jointly selected by the City and the Club within sixty (60) days after the date of the Casualty, except that in the case of an End of Term Casualty such selection shall be made within thirty (30) days. The independent architect or construction manager shall make his or her determination as soon as practicable, but in all events within one hundred eighty (180) days (or, in the case of an End of Term Casualty, thirty (30) days) of being selected. If the Parties cannot agree on such independent architect or construction manager within such sixty (60) (or thirty (30)) day period, they shall, not later than ten (10) days (or, in the case of an End of Term Casualty, two (2) Business Days) thereafter, ask a Single Arbitrator appointed under Article 17 to select such architect or construction manager from a list of ten (10) names, five (5) of which shall be provided by the City and five (5) of which shall be provided by the Club. The Arbitrator shall be instructed to select such architect or construction manager within ten (10) Business Days (or, in the case of an End of Term Casualty, within two (2) Business Days) after such lists are (or were to have been) submitted. The City shall undertake the Casualty Repair Work within the periods set forth in Section 12.1.

12.4 Survival. The provisions contained in this Article 12 shall survive expiration or earlier termination of this Agreement, but only insofar as such provisions relate to any Casualty that occurred prior to the expiration or earlier termination of this Agreement and only to the extent that the Club is owed any sums from Insurance Proceeds.

ARTICLE 13

CONDEMNATION

13.1 Total Condemnation.

13.1.1 Termination Rights. Subject to Section 13.4, if, at any time during the Term, title to the whole or any portion of The Lakeland Center or the Club Rights is taken in any Condemnation Action (or conveyed in lieu of any such Condemnation Action) and if such Condemnation Action or conveyance results in an Untenantable Condition (a "Total Taking"), the Club shall have the right, in the exercise of its sole discretion, to terminate this Agreement without liability by notice given at any time thereafter, unless the affected areas

of The Lakeland Center or the affected Club Rights can be fully restored within twelve (12) months of the date of the Total Taking, the City promptly undertakes and diligently proceeds to cause all necessary and appropriate repairs and restorations (if any) to be made to The Lakeland Center (or, if applicable, causes the restoration of the affected Club Rights), and such repairs and restoration are completed within such twelve (12) month period; provided, however, if all Club Rights remain in effect notwithstanding a Total Taking (including, by way of example, because the condemning authority continues to operate The Lakeland Center subject to this Agreement), such right of termination shall not apply.

13.1.2 Condemnation Awards. All Condemnation Awards payable to the Parties as a result of or in connection with any Total Taking shall be paid and distributed in accordance with Section 13.3.

13.2 Partial Condemnation. In the event of a Condemnation Action that does not constitute a Total Taking under Section 13.1.1 and is not a Temporary Taking (a “Partial Taking”), the Term shall not be reduced or affected in any way, and the following provisions shall apply:

13.2.1 Restoration of The Lakeland Center. Following a Partial Taking, the City shall, at its sole cost and expense, commence and diligently proceed to repair, alter and restore the part of The Lakeland Center not taken to substantially its former condition such that the remaining portion of The Lakeland Center constitutes a complete sports and entertainment complex usable for its intended purposes (the “Condemnation Repair Work”). The City shall use commercially reasonable efforts to complete the Condemnation Repair Work as soon as practicable but in all events within eighteen (18) months.

13.2.2 Partial Condemnation Awards. All Condemnation Awards payable to the Parties as a result of or in connection with any Partial Taking shall be paid and distributed in accordance with Section 13.3.

13.3 Condemnation Proceedings and Awards. Upon the commencement of any Condemnation Action, (a) the City and the Club shall undertake all commercially reasonable efforts to defend against, and maximize the Condemnation Award from, any such Condemnation Action, and (b) the City and the Club 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. The Club and the City 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 relating thereto even if this Agreement has been terminated. Subject to the other provisions of this Article 13, in any Condemnation Action (x) the Club shall have the right to assert a claim for, and receive all Condemnation Awards for, (i) the loss in value of its rights hereunder (including the Club Rights) as if this Agreement had not terminated, (ii) the value of any of the Club’s separate Property taken or damaged as result of the Condemnation Action, (iii) any damage to, or relocation costs of, the Club’s business as a result of the Condemnation Action and (iv) any other damages to which the Club may be entitled under Applicable Law, and (y) the City shall have the right to assert a claim for, and receive all Condemnation Awards for, (i) the loss in value of its rights hereunder as if this Agreement had not terminated, (ii) the value of any Property of the City taken or damaged as result of the Condemnation Action, (iii) any damage to, or relocation costs of, the City’s The Lakeland Center business as a result of the Condemnation

Action and (iv) any other damages to which the City may be entitled under Applicable Law. If any Condemnation Award is not specifically allocated among the Parties by the applicable Governmental Authority, the Condemnation Award shall be allocated and distributed to the City and the Club equitably based on their relative damages as a result of or in connection with the Condemnation Action, including damages as a result of any loss or rights. Each of the Parties shall request that all Condemnation Awards be specifically allocated by all Governmental Authorities. If any Party is determined not to have standing to assert the claims it is entitled to make under this Article 13, each Party with standing shall assert such claims on behalf of (and as agent for) the Party denied standing and account to such Party for any amount received with the respect to such claims.

13.4 Temporary Taking. If the whole or any part of The Lakeland Center or the Club Rights shall be taken in any Condemnation Action for a temporary use or occupancy not to exceed an aggregate of one (1) year (a “Temporary Taking”), the Term shall not be reduced, extended or affected in any way, and, except as set forth in Section 18.2, neither the City nor the Club shall be relieved of its obligations under this Agreement. Notwithstanding anything to the contrary in Section 13.3, in the event of any such Temporary Taking where the City or other Public Entity is the condemning authority, the Club shall be entitled to receive the entire amount of any Condemnation Award made for or otherwise paid in connection with such Condemnation Action, whether the award is paid by way of damages, fees or otherwise, until it has received all of its damages and the City shall be entitled to receive the balance of the Condemnation Award, if any.

13.5 Notice of Condemnation. If any Party receives notice of any proposed or pending Condemnation Action affecting the whole or any part of The Lakeland Center, the City Operating Rights or the Club Rights, it shall promptly notify the other Party.

13.6 Other Remedies. The City shall not, and shall cause other Public Entities not to, for themselves or any other Governmental Authority, take any Condemnation Action with respect to The Lakeland Center, the Club Rights or any part thereof or any interest therein. The provisions of this Article 13 for the allocation of any Condemnation Award 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 the Club against any Public Entity, any other Governmental Authority or any other condemning authority in the event of a Condemnation Action of or with respect to The Lakeland Center, the Club Rights or other Property of the Club. The City, on the one hand, and the Club, on the other hand, shall be entitled to pursue all rights and remedies available under Applicable Law for any condemnation of The Lakeland Center or the Club Rights by any Governmental Authority or quasi-governmental entity having condemnation rights.

13.7 Survival. The provisions contained in this Article 13 shall survive the expiration or earlier termination of this Agreement, 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 Agreement.

ARTICLE 14

ASSIGNMENT; SECURED PARTIES

14.1 Club Assignments. Except as otherwise permitted by this Article 14, the Club shall not sell, assign, transfer, pledge, mortgage or encumber (each, a “Transfer”) this Agreement or the Club Rights, without first obtaining the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

14.2 Permitted Transfers. The following Transfers (“Permitted Transfers”, and each transferee, a “Permitted Transferee”) shall be permitted without the consent of the City, notwithstanding the prohibitions on Transfers set forth in Section 14.1 or any other provision of this Agreement:

(a) the Club may freely Transfer, in whole or in part, any or all of its rights and obligations under this Agreement to one or more of its Affiliates, provided that such Affiliate shall agree to be bound by all of the terms and conditions hereof;

(b) the Club may pledge, collaterally assign or grant a security interest in, or otherwise encumber, this Agreement or any or all of the Club’s rights under this Agreement, in whole or in part, including any or all revenues, rights to revenues and accounts receivables of the Club arising out of this Agreement or the exercise of the Club Rights, as security for any bonds, notes, other evidences of indebtedness, credit facility or other financial obligation or guarantee of the Club or any of its Affiliates, in each case without diminishing the Club’s obligations to pay the Use Fee and perform its other obligations in accordance with this Agreement; and

(c) the Club may Transfer all of the Club’s right, title and interest in and to this Agreement to any Person that acquires the Club’s D-League membership with the approval of the D-League (or an Affiliate of such Person), provided such assignee (or one or more Affiliates of such assignee) unconditionally and expressly assumes, as applicable, all of the obligations of the Club under this Agreement, and agrees to abide and be bound by all of the terms and provisions of this Agreement (a “Permitted D-League Membership Transfer”).

14.3 Transactions that are not Transfers. For the avoidance of doubt, the Parties confirm that the Club shall have the right, subject to the terms and provisions of this Agreement, without the consent of the City (unless the City’s consent is otherwise expressly required under this Agreement) and without such action being considered a Transfer, in connection with the exercise and performance of the Club Rights, to sell or grant to Persons (whether on a long-term or short-term, or continuing or periodic basis), licenses, usage or similar rights and otherwise grant other Persons rights to use, enjoy, service or maintain certain parts of The Lakeland Center, including other seating areas, restaurant areas, the Club Store(s) and other retail areas for any purpose permitted or required under this Agreement.

14.4 Release of the Club. No Transfer (including a Permitted Transfer other than a Permitted D-League Membership Transfer) shall release or relieve the Club from any of its

obligations to pay the Use Fee or to perform any of its other obligations under this Agreement, except that the Club shall be relieved from any and all of its obligations under this Agreement upon a Permitted D-League Membership Transfer, provided such transferee (or one or more affiliates of such transferee) agrees to assume and be bound by, as applicable, the terms of this Agreement and to cure all Club Defaults that have been identified in notices from the City.

14.5 Non-Disturbance Agreements. The City acknowledges that certain third-parties entering into contracts with the Club may request that the Club obtain an agreement in reasonable and customary form (a “Non-Disturbance Agreement”) from the City confirming the right of the Club to use and continue to use The Lakeland Center under the terms of this Agreement, as applicable, and the City shall not unreasonably refuse to enter into, or delay or condition entering into, a Non-Disturbance Agreement in favor of the Club, or any other third-party, provided that the terms of each such Non-Disturbance Agreement are reasonably acceptable to City and consistent with non-disturbance terms customarily used in Florida.

14.6 Estoppel Certificate. Each of the Parties shall, upon the reasonable request of the other (or any current or prospective source of financing for the Club or any of its Affiliates, or any transferee or assignee pursuant to a Permitted Transfer), and in each case within ten (10) Business Days after the other Party has requested it, execute and deliver to the appropriate parties a certificate in recordable form stating:

- (a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);
- (b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Parties (or specifying each such default as to which it may have knowledge);
- (c) confirmation of the commencement and expected expiration dates of the Term;
- (d) the date(s) to which the Use Fee and any other financial obligation of the Party has been paid under this Agreement;
- (e) to its knowledge, whether there are any counterclaims against the enforcement of any Party’s obligations; and
- (f) any other matters reasonably requested.

14.7 Assignment by the City. The City shall not Transfer this Agreement or any of the City’s Rights, or delegate any of the City’s duties under this Agreement, except as otherwise set forth in this Section 14.7.

14.7.1 Transfer to Public Sector. The City may Transfer this Agreement or any of the City Rights, or delegate any of the City’s duties under this Agreement (i) to the County in the City’s reasonable discretion for tax efficiency or other reasonable reasons or

(ii) to another Public Entity; provided, however, that (A) the County or Public Entity is reasonably able to fulfill the duties and obligations of the City set forth in this Agreement and assumes such duties and obligations pursuant to an assumption agreement reasonably satisfactory to the Club that, among other things, acknowledges that the Transfer is subject and subordinate to the rights of the Club under this Agreement and (B) in the case of Transfers to a Public Entity (which does not include the County), (x) the City shall remain responsible for, and shall not be released from, the performance of all of its obligations under this Agreement and (y) the Transfer to such Public Entity cannot adversely affect the tax status of The Lakeland Center or adversely affect the Club Rights.

14.7.2 Transfer to Private Sector. Prior to any Transfer of any City Rights or delegation, in whole or in part, of any of the City's duties under this Agreement, other than pursuant to Section 14.8.1 (i) the City shall, upon consultation with the Club, prepare any and all requests-for-proposals to prospective Private Sector Transferees, (ii) the City shall interview such prospective Private Sector Transferees and allow the Club to reasonably participate in such interviews, and (iii) the Club shall have the right to reasonably review and comment upon any and all proposals by such prospective Private Sector Transferees, and, in each case, the City shall give good faith consideration to all reasonable comments of the Club. The City shall, however, have the ultimate right to select the Private Sector Transferee; provided that, (a) such selection is pursuant to a competitive process (as reasonably determined by the City), (b) such transferee reasonably possesses all necessary skills, experience and capabilities to perform the assigned or transferred City Right, and (c) the City shall give reasonable consideration to any prospective Private Sector Transferee(s) suggested by the Club that can match the price, performance and quality terms, taken as a whole, available from other prospective Private Sector Transferees. Notwithstanding anything to the contrary in this Section 14.7.2, the City (x) may only Transfer to Private Sector Transferees its operating rights and responsibilities (but not ownership or control of The Lakeland Center); (y) shall indemnify and hold the Club and its Affiliates harmless from any Losses and all Taxes of every kind and description that may result from such Transfer and all subsequent activities of such Private Sector Transferee; and (z) shall remain responsible, and shall not be released from, the performance of all of its obligations under this Agreement.

ARTICLE 15

DEFAULTS AND REMEDIES

15.1 Events of Default.

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

(a) The failure of the Club to pay any Use Fee or Insurance Amount, if such failure continues for more than thirty (30) days after the City gives written notice to the Club that such Use Fee was not paid when due (a "Payment Default");

(b) A City Access Rights Default, if such default continues for more than thirty (30) days after the City gives the Club written notice of such default; provided,

however, that no notice of default shall be required in the event that the City in good faith believes that immediate action is required in order to safeguard lives or property; or

(c) The failure of the Club to keep, observe or perform any material term, covenant or agreement contained in this Agreement to be kept, performed or observed by the Club (other than those referred to in clauses (a) or (b) above), if such failure continues for more than thirty (30) days after the City gives the Club written notice of such failure; provided, however, that if the nature of such failure is such that it cannot reasonably be cured within such thirty (30) day period, then the Club shall have up to an additional sixty (60) days to cure such failure provided that it diligently undertakes and pursues such cure and provides the City with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the Club shall not have more than ninety (90) days from its receipt of the notice of default to cure such Club Default.

15.1.2 City Default. The occurrence of the following shall be an “Event of Default” by the City or a “City Default”:

(a) The failure of the City to pay any amount it is obligated to pay under this Agreement as and when due and payable under this Agreement (including, without limitation, the failure to pay any Insurance Amount) if such failure continues for more than thirty (30) days after the Club gives written notice to the City that such amount was not paid when due;

(b) A Club Access Rights Default, if such default continues for more than thirty (30) days after the Club gives the City written notice of such default; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, then the City shall have up to an additional sixty (60) days to cure such default provided that it diligently undertakes and pursues such cure and provides the Club with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the City shall not have more than ninety (90) days from its receipt of the notice of default to cure such Club Access Rights Default; or

(c) The failure of the City to keep, observe or perform any material term, covenant or agreement contained in this Agreement to be kept, performed or observed by the City (other than those referred to in clauses (a) or (b) above), if such failure continues for more than thirty (30) days after the Club gives the City written notice of such failure; provided, however, that if the nature of such failure is such that it cannot reasonably be cured within such thirty (30) day period, then the City shall have up to an additional sixty (60) days to cure such failure provided that it diligently undertakes and pursues such cure and provides the Club with reasonable evidence that it is diligently undertaking and pursuing such cure, but in any event, the City shall not have more than ninety (90) days from its receipt of the notice of default to cure such City Default.

15.2 Remedies Upon a Club Default. Subject to complying with the provisions of Article 17 with respect to any matter that is an Arbitrable Dispute, upon the occurrence and during the continuance of a Club Default, the City shall have the following rights and remedies:

15.2.1 In the event of a Payment Default, the City shall have the right to terminate this Agreement, but only upon thirty (30) days written notice to the Club and if such Payment Default remains uncured after such thirty (30) day period. The thirty (30) day period provided in this Section 15.2.1 shall be in addition to the thirty (30) day period provided in Section 15.1.1(a).

15.2.2 In the event of any Club Default, the right (i) to institute any and all proceedings or claims permitted by law or equity to recover all unpaid sums and amounts then due and payable by the Club under this Agreement and, subject to Section 17.4, any and all amounts necessary to compensate the City for all damages proximately caused by the Club's failure to perform its obligations under this Agreement and (ii) at any time (including prior to the expiration of any cure periods) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to the Club's obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the Club to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement.

15.3 Curing Club's Defaults. Notwithstanding anything contained herein to the contrary, if a court of competent jurisdiction or an Arbitration Panel has determined pursuant to a final and non-appealable order that a Club Default has occurred and is continuing, the City shall have the right, but not the obligation, in addition to any other rights it may have pursuant to this Agreement, to cure such Club Default on behalf of the Club. The Club shall reimburse the City upon demand for any sums paid or costs incurred by the City in curing such Club Default, plus interest thereon at the Interest Rate. If the Club does not reimburse the City within five (5) days after demand, the City shall have the right to deduct the amount of any such owed reimbursement from any amounts owed by the City to the Club under or pursuant to this Agreement, provided that the exercise of such right shall not limit the City's right to recover any amount not received through such deduction.

15.4 Remedies Upon a City Default. Subject to complying with the provisions of Article 17 with respect to any matter that is an Arbitrable Dispute, upon the occurrence and during the continuance of a City Default, the Club shall have the following rights and remedies:

15.4.1 In the event of any City Default (including, without limitation, a Club Access Rights Default or a Material Deprivation Default), the right (i) to institute any and all proceedings or claims permitted by law or equity to recover all unpaid sums and amounts then due and payable by the City under this Agreement and, subject to Section 17.4, any and all amounts necessary to compensate the Club for all damages proximately caused by the City's failure to perform its obligations under this Agreement, and (ii) at any time (including prior to the expiration of any cure periods) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to the City's

obligations under this Agreement and one or more actions to seek and obtain a temporary restraining order, together with such other temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel the City to comply with or refrain or cease from breaching or violating the terms, covenants and conditions of this Agreement.

15.4.2 In addition to its rights under Section 15.4.1, in the event of any Final Order that there has been a City Default (including, without limitation, a Club Access Rights Default) that prohibits the Club from playing D-League Home Games at The Lakeland Center or deprives the Club of material and substantial Club Rights, in each case for a period of one hundred twenty (120) continuous days or more (each, a “Material Deprivation Default”), the Club shall have the right immediately to terminate this Agreement by written notice to the City, provided that (x) it previously provided notice to the City of any City Default it believed constituted, or with the passage of time would constitute, a Material Deprivation Default at least ninety (90) days prior to any Final Order that a Material Deprivation Default has occurred, (y) an Arbitration Panel or a court of competent jurisdiction has issued a Final Order that a Material Deprivation Default has occurred but has refused to issue an enforceable injunction or to compel specific performance and (z) only in the event of the first occurrence of a Material Deprivation Default of a nature that is not substantially similar to any prior Material Deprivation Default, the City has failed to cure such Material Deprivation Default within sixty (60) days after the issuance of such Final Order.

15.5 Curing City’s Defaults. Notwithstanding anything contained herein to the contrary, if a court of competent jurisdiction or an Arbitration Panel has determined pursuant to a final and non-appealable order that a City Default has occurred and is continuing, the Club shall have the right, but not the obligation, in addition to any other rights it may have pursuant to this Agreement, to cure such City Default on behalf of the City. The City shall reimburse the Club upon demand for any sums paid or costs incurred by the Club in curing such City Default, plus interest thereon at the Interest Rate. If the City does not reimburse the Club within five (5) days after demand, the Club shall have the right to deduct the amount of any such owed reimbursement from any amounts owed by the Club to the City, provided that the exercise of such right shall not limit the Club’s right to recover any amount not received through such deduction.

15.6 No Waiver. No failure or delay by any Party to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy available upon a breach thereof, and no acceptance by any Party of full or partial payment due under this Agreement during the continuance of any such breach (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed, or performed by any Party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Party to be bound. Any waiver of any breach shall be limited to the breach so waived, and shall not affect or alter this Agreement, and each and every term, covenant, agreement, provision, condition and limitation of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15.7 Exclusive Remedies. The rights and remedies conferred upon or reserved to the Parties in this Article 15 are intended to be the exclusive remedies available to each Party upon an Event of Default by the other Party, except as may be otherwise expressly set forth in this Agreement. For the avoidance of doubt, the City may not terminate this Agreement for any Club Default as set forth in Section 15.1.1 other than a Payment Default as set forth in Section 15.2.1, and the Club may not terminate this Agreement for any City Default other than the City Defaults set forth in Section 15.4.2.

15.8 Cumulative Remedies. Except as otherwise provided in this Agreement, each right or remedy of a Party provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of that Party provided for in this Agreement. The exercise of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement.

15.9 Effect of Termination. If the City or the Club elects to terminate this Agreement in accordance with its terms, this Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance by the Parties (except for the rights and obligations that expressly are to survive termination); provided, however, that no notice of termination by the City shall be effective until completion of the next succeeding D-League Season. The termination or expiration of this Agreement shall not alter the claims, if any, of either Party for breaches of this Agreement occurring prior to such termination of this Agreement, and the obligations of the Parties with respect to such breaches of this Agreement shall survive termination (including those giving rise to such termination).

15.10 Set Off. The Club shall have the right, in addition to any other rights or remedies it may have, and notwithstanding anything to the contrary in this Agreement, to set off against any payments due from the Club to the City, including any Use Fee, or other Club obligations, any amount that the City is determined by a court of competent jurisdiction or an Arbitration Panel in a Final Order to owe to the Club or its Affiliates and the amount of any Losses (including attorneys' fees and expenses) it incurs as a result of a City Default.

ARTICLE 16

COVENANTS UPON EXPIRATION

16.1 Vacating of Premises; Re-Entry. Upon the expiration or earlier termination of this Agreement, the Club (i) shall peaceably and quietly vacate and cease all further use of The Lakeland Center, including the Club Exclusive Areas, and leave such areas in good condition as required by this Agreement (except for normal wear and tear or following any Casualty or Condemnation Action), free and clear of all Liens and Encumbrances created by or through it. In the event the Club does not so vacate the Club Exclusive Areas and its right to use The Lakeland Center, including, without limitation, the Club Exclusive Areas, the City, upon or at any time after any such expiration or termination, may (in addition to any other rights or remedies provided in this Agreement) without further notice, enter upon and re-enter upon the Club Exclusive Areas and take full possession thereof, by force, summary proceedings, or otherwise, and, subject to Section 16.4 of this Agreement, remove the Club and all other persons and Club Property or the property of its Affiliates from The Lakeland Center, and may have, hold and enjoy The Lakeland

Center without any liability, obligation or responsibility to the Club or to any other person whatsoever. If the City takes any action under the preceding sentence, the Club shall be liable for all reasonable costs and expenses incurred by the City in connection therewith and the City shall have the right to retain and/or sell such property to recover any such reasonable costs and expenses owed to the City that the Club has failed to pay within thirty (30) days after notice of the amount due from the City.

16.2 Return of Materials; Assignment of Contracts and Agreements. On or before the Expiration Date, the Club shall return to the City all manuals, drawings, plans, tools, access codes and keys for The Lakeland Center, including, but not limited to, the Club Exclusive Areas then occupied by the Club. Upon the Expiration Date, the Club shall, subject to Section 16.4.1, assign to the City, to the extent assignable, all of the Club's right, title and interest in and to the agreement with the Ticketing Agents and any other service contracts reasonably necessary for the operation of The Lakeland Center to which the Club is then a party, subject to the Club's rights under Section 15.10 with respect to any claims pending thereunder as of the Expiration Date.

16.3 Post-Termination Economic Rights. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the Parties with respect to revenues and expenses arising prior to such expiration or termination shall survive.

16.4 Removal of Personality.

16.4.1 Club's Obligation to Remove. The Club shall have the right, but shall not be obligated, to remove any or all trade fixtures, appliances, furniture, equipment, furnishings and other personal Property owned by the Club or Affiliates thereof, within thirty (30) days of the Expiration Date; provided, however, that such right is strictly limited to any or all trade fixtures, appliances, furniture, equipment, furnishings and other Club Property kept, stored or located in the Club Exclusive Areas. The Club shall promptly repair any damage to The Lakeland Center, including the Club Exclusive Areas, caused by such removal.

16.4.2 City's Right to Remove. At its option, the City may either retain or dispose of any trade fixtures, appliances, furniture, equipment, furnishings or other Club Property that remains in The Lakeland Center more than thirty (30) days after the Expiration Date in any manner the City determines to be necessary, desirable or appropriate. The City will not be obligated to account to the Club for any value realized through such retention or disposal.

16.5 Survival. The provisions contained in this Article 16 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 17

DISPUTE RESOLUTION

17.1 Procedures.

17.1.1 Settlement by Mutual Agreement. In the event any dispute, controversy or claim arises between the Parties (including, for purposes of this Article 17,

any of their respective officers, directors, shareholders, partners, members, agents, representatives and attorneys) under or in connection with this Agreement or is related in any way to this Agreement or the relationship of the Parties under this Agreement, including a dispute, controversy or claim relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement (a “Dispute or Controversy”), the Parties shall, subject to Section 17.2, 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.

17.1.2 Alternate Dispute Resolution. In the event a Dispute or Controversy arises, each Party shall have the right to notify the other Party or Parties involved 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 Party, a Responsible Officer of the Club and a Responsible Officer of the City shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the Dispute or Controversy. If a mutual resolution and settlement are not obtained at such meeting, the participating Responsible Officers shall use good faith efforts to agree upon a timetable, completion date and other required aspects of a mediation, including a mediator. If such agreement cannot be reached within thirty (30) days, or such mediation is not concluded within the succeeding period of thirty (30) days, either Party may exercise its other rights under this Article 17.

17.1.3 Failure to Settle by Alternate Dispute Resolution. Subject to Section 17.1.2, any Party may, by notice to the other Party, submit the Dispute or Controversy to Arbitration in accordance with the provisions of Section 17.1.4, if the matter is an Arbitrable Dispute, or in the case of a Dispute or Controversy that is not a Arbitrable Dispute, seek relief from a court of competent jurisdiction in accordance with Section 17.3. Subject to Section 17.2, no Party shall commence an Arbitration or court proceeding without first giving a notice implementing the procedures of this Section 17.1.

17.1.4 Resolution of an Arbitrable Dispute. Any Arbitrable Dispute that cannot be resolved pursuant to Section 17.1.1 and 17.1.2 shall be submitted to, and resolved exclusively and finally through the following arbitration process (“Arbitration”):

(a) Except as set forth below, the Arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and conducted pursuant to such rules, as such rules are in effect as of the time the Dispute or Controversy is submitted to the AAA for Arbitration.

(b) Except as set forth in Section 17.1.4(1) below, the panel (the “Arbitration Panel”) will consist of three persons (each an “Arbitrator”). The AAA will provide a maximum of ten (10) candidates as arbitrators to the Parties for selection. Each of the Parties shall rank the list of up to ten (10) candidates who have sufficient expertise and experience in the subject matter and submit their preferences in ranked order to the AAA. AAA shall then select the three top vote-getters and those three shall constitute the Arbitration Panel. In proposing a list of candidates for Arbitrators, the AAA will take into account the Parties’ desire to obtain Arbitrators with experience in the operation of comparable sports or entertainment facilities or in the sports or

entertainment business generally. None of the candidates shall be a current or former employee, officer, director, trustee, owner, affiliate, attorney or agent of any Party, any Public Entity or the County, or currently be or at any time have been an employee of, or engaged by or otherwise party to a contract with, any Party.

(c) Barring extraordinary circumstances, an initial conference with the Arbitration Panel shall be scheduled to take place in Orlando, Florida within thirty (30) days after the appointment of the Arbitrators. At such conference, a schedule shall be established for such discovery, if any, as a majority of the Arbitration Panel deems appropriate in light of the nature of the Dispute or Controversy and the Parties' desire to resolve Disputes or Controversies in a prompt and cost effective manner, and the date of the Arbitration hearing shall be established by vote of a majority of the Arbitration Panel. If any Arbitration hearing takes more than one day, it will proceed on the next following Business Days until it is completed, except that the Arbitration Panel may decline to meet one (1) Business Day per week if the proceeding could reasonably be expected to take more than five (5) Business Days.

(d) Barring extraordinary circumstances, the award will be rendered not later than fourteen (14) days from the date of the conclusion of the hearing.

(e) Neither the AAA's Expedited Procedures, nor the AAA's Optional Procedures for Large, Complex, Commercial Disputes, nor the AAA's Optional Rules for Emergency Measures of Protection will be applicable to any such Arbitration unless each of the Parties involved in the Arbitrable Dispute agrees in writing to utilize such rules for the particular Arbitration.

(f) Unless the affected Parties otherwise agree, the Arbitration shall take place in Orlando, Florida. Each Party irrevocably consents to the delivery of service of process with respect to any Arbitration in any manner permitted for the giving of notices under Section 21.5.

(g) The Arbitration Panel shall not have the authority to alter, change, amend, modify, waive, add to or delete from any provision of this Agreement.

(h) If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and could result in conflicting awards or obligations, such proceedings shall be consolidated into a single arbitral proceeding.

(i) All provisions of this Agreement applicable to Disputes or Controversies generally, including the limitations on damages in Section 17.4, shall apply to the Arbitration.

(j) Any decision of the Arbitration Panel shall be in writing, shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered in any Arbitration pursuant to this Section 17.1 shall be final and binding upon the Parties and non-appealable, and a judgment of any court having jurisdiction may be entered on any such award.

(k) All fees associated with any Arbitration under this Section 17.1 (including the fees and costs of the Arbitration Panel) and the prevailing Party's reasonable attorneys' fees and expert witness fees and costs, shall be paid by the non-prevailing Party. The determination of prevailing Party and non-prevailing Party, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel.

(l) The Parties acknowledge that certain provisions of this Agreement, contemplate that a Dispute or Controversy will be resolved by a "Single Arbitrator" rather than an Arbitration Panel. Accordingly, notwithstanding anything to the contrary in this Article 17, if a Dispute or Controversy shall arise under any provision that contemplates a Single Arbitrator, the following shall apply except to the extent any such provision expressly provides to the contrary:

(i) the Single Arbitrator shall be selected in accordance with the procedures set forth in Section 17.1.4(b), except that the AAA shall provide a list of only five (5) candidates to serve as the Single Arbitrator and shall select the top vote getter;

(ii) all references in this Article 17 (or elsewhere in this Agreement) to the "Arbitrators" or the "Arbitration Panel" shall be deemed references to the Single Arbitrator.

17.2 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, each Party may seek temporary or preliminary Injunctive Relief or another form of ancillary relief at any time from any court of competent jurisdiction or from an Arbitration Panel, including with respect to any Arbitrable Dispute. If an Arbitrable Dispute requires temporary or preliminary Injunctive Relief before the matter may be resolved by Arbitration, the procedures set forth in Section 17.1.4 shall still govern the ultimate resolution of the Arbitrable Dispute notwithstanding the fact that a court of competent jurisdiction may have entered an order providing for injunctive or another form of temporary or preliminary relief.

17.3 Court Proceedings. Any Dispute or Controversy that is not an Arbitrable Dispute may be brought by suit, action or proceeding before any federal court of competent jurisdiction located in Orlando, Florida or any state court of competent jurisdiction located in Polk County, Florida. The Parties consent to the exclusive jurisdiction and venue of such courts to resolve any Dispute or Controversy that is not an Arbitrable Dispute. Any Dispute or Controversy that seeks confirmation of an award in an Arbitrable Dispute may be brought by suit, action, or proceeding before any federal or state court of competent jurisdiction.

17.4 No Special, Indirect, Incidental, Consequential Exemplary, Treble or Punitive Damages. IN NO EVENT SHALL (I) ANY PARTY OR (II) ANY OF THEIR EMPLOYEES, AGENTS, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ELECTED OR APPOINTED OFFICIALS OR AFFILIATES, HAVE ANY LIABILITY OF ANY KIND TO THE OTHER PARTY FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR

OTHERWISE, UNDER OR AS A RESULT OF THIS AGREEMENT, EVEN IF SUCH PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BY THE OTHER PARTY OR BY A THIRD PARTY. THE PRECEDING LIMITATION SHALL NOT BE A BASIS FOR ANY CLAIM OR ARGUMENT THAT AN ARBITRABLE DISPUTE SHOULD NOT BE ARBITRATED. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY PROVIDED IN CLAUSE (I) ABOVE SHALL NOT APPLY TO ANY INDEMNIFICATION FOR THIRD PARTY CLAIMS.

ARTICLE 18

TIME; FORCE MAJEURE; APPROVALS AND CONSENTS

18.1 Time. Time shall be of the essence in this Agreement. All provisions in this Agreement that specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. If the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, is a Saturday, Sunday or Legal Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is not a Saturday, Sunday or Legal Holiday.

18.2 Force Majeure. If a Force Majeure Event prohibits, prevents or delays a Party, whether directly or indirectly, from performing any of its obligations under this Agreement, then (whether or not Force Majeure Events are expressly referred to in any provision of this Agreement relating to such obligation) such Party shall be excused from performance to the extent, but only to the extent, made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is removed or resolved. During such period of prevention, prohibition or delay, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure Event as promptly as reasonably possible.

18.3 Approvals and Consents; Standards for Review. The provisions of this Section 18.3 shall apply to all instances in which this Agreement provides for a party to exercise Review and Approval or Consent Rights; provided, however, that if the provisions of this Section 18.3 for exercising Review and Approval or Consent Rights conflict with any express provision in this Agreement regarding the requirements for exercising particular Review and Approval or Consent Rights, then the provisions of such other provision shall control. As used herein, the term “Review and Approval or Consent Rights” shall include all instances in which one Party or its representative (the “Submitting Party”) is permitted or required to submit to another Party or its representative (the “Reviewing Party”) any document, notice or determination of the Submitting Party with respect to which the Reviewing Party has a right or duty hereunder to review, comment, consent, approve, disapprove, dispute or challenge. Unless this Agreement specifically provides that the Review and Approval or Consent Rights may be exercised in the sole discretion (or a similar standard) of the Reviewing Party, then in connection with exercising its Review and Approval or Consent Rights under any provision of this Agreement, and whether or not specifically provided in any such provision, the Reviewing Party covenants and agrees to act in good faith, with due diligence, and in a fair and commercially reasonable manner in its capacity

as Reviewing Party with regard to each and all of its Review and Approval or Consent Rights and to not unreasonably withhold, condition or delay its approval of or consent to any submission or determination.

ARTICLE 19

REPRESENTATIONS AND WARRANTIES

19.1 Club's Representations and Warranties. The Club hereby represents and warrants to the City as follows:

19.1.1 Authority. The individual(s) executing and delivering this Agreement on behalf of the Club have all requisite limited liability company power and authority to execute and deliver this Agreement and to bind the Club thereunder.

19.1.2 Entity. The Club is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to transact business in the State of Florida, with all necessary entity power and authority to carry on its present business, to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

19.1.3 No Conflict. Except as set forth in Article 20, neither the execution and delivery of this Agreement by the Club nor the performance by the Club of its obligations under this Agreement, shall (a) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority, or any D-League Rule or Regulation, or any provision of any governing document of the Club applicable to the Club, or (b) conflict with, result in a breach of, or constitute a default under, any contract, indenture, mortgage, instrument of indebtedness or other agreement to which the Club is a party or by which it or its assets are bound, which violation, conflict, breach or default, in the case of each of clauses (a) or (b) could reasonably be expected to have a material adverse effect on the Club's ability to perform its obligations under this Agreement or on the rights of the City under this Agreement.

19.1.4 No Further Consents Required. All proceedings required to be taken by or on behalf of the Club to authorize it to execute and deliver this Agreement and to perform the grants of rights, covenants, obligations and agreements of the Club under this Agreement have been duly taken. No consent to the execution or delivery of this Agreement by the Club or the performance by the Club of its covenants, obligations and agreements under this Agreement (other than permits, consents or approvals for operating covenants or obligations expected to be received in the ordinary course of business) is required from any partner, board of directors or other governing board, shareholder, member, creditor, investor, judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consent that already has been obtained.

19.1.5 Validity. This Agreement constitutes the valid and legally binding obligation of the Club enforceable in accordance with its terms, except to the extent

enforceability is limited by bankruptcy, reorganization and other similar laws affecting the Club and rights of creditors generally.

19.1.6 No Action or Proceeding. To the best knowledge of the Club, there is no Action or Proceeding pending or currently threatened against the Club which questions the validity of this Agreement or the transactions contemplated herein or that could, either individually or in the aggregate, reasonably be expected to have a material adverse effect on the rights retained by the City with respect to The Lakeland Center or the City's rights under this Agreement or on the Club's ability to perform its obligations under this Agreement.

19.1.7 D-League Rules and Regulations. No D-League Rule and Regulation, in any manner or respect, prohibits or limits the right or power of the Club to enter into or accept each of the terms, commitments and provisions of this Agreement or adversely affects the ability or right of the Club to play its D-League Home Games at The Lakeland Center, except for consents of the D-League that will be obtained prior to satisfaction of the conditions set forth in Section 20.1.

19.2 City Representations. The City hereby represents and warrants to the Club as follows:

19.2.1 Authority. The individual(s) executing and delivering this Agreement on behalf of the City has all requisite power and authority to execute and deliver this Agreement to bind the City.

19.2.2 Entity. The City is a municipal corporation of the State of Florida, duly organized and validly existing under the laws of the State of Florida with all necessary power and authority to enter into this Agreement, and to consummate the transactions contemplated by, and to perform its obligations under, this Agreement.

19.2.3 No Conflict. Except as set forth in Article 20, neither the execution and delivery of this Agreement by the City, nor the performance by the City of its obligations under this Agreement, nor the grant of rights to the Club under this Agreement, shall (a) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge or other restriction of any Governmental Authority applicable to the City, or any provision of any governing document of the City, or (b) conflict with, result in a breach of, or constitute a default under, any contract, indenture, mortgage, instrument of indebtedness or other agreement to which the City is a party or by which it or its assets are bound, which violation, conflict, breach or default could reasonably be expected to have a material adverse effect on the City's ability to perform its obligations under this Agreement or on the rights of the Club under this Agreement.

19.2.4 No Further Consents Required. All proceedings required to be taken by or on behalf of the City to authorize it to execute and deliver this Agreement and to perform the grants of rights, covenants, obligations and agreements of the City hereunder have been duly taken. No consent to the execution or delivery of this Agreement by the City or the performance by the City of its covenants, obligations and agreements under this Agreement is required from any board of directors or other governing board, member, creditor, investor,

judicial or legislative or administrative body, Governmental Authority or other Person, other than any such consents that already have been obtained or if not obtained could not reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under this Agreement or on the rights of the Club under this Agreement.

19.2.5 Validity. This Agreement constitutes the valid and legally binding obligation of the City enforceable in accordance with its terms, except to the extent enforceability is limited by bankruptcy, reorganization and other similar laws affecting the City and rights of creditors generally.

19.2.6 No Action or Proceeding. To the best knowledge of the City, there is no Action or Proceeding pending or currently threatened against it which questions the validity of this Agreement or the transactions contemplated herein or that could either individually or in the aggregate reasonably be expected to have a material adverse effect on the Club's rights under this Agreement or on the ability of the City to perform its obligations under this Agreement.

ARTICLE 20

CONDITIONS TO EFFECTIVENESS

20.1 Conditions to Each Party's Obligations. This Agreement shall not be binding upon any of the Parties until each of the following shall have occurred or have been waived by the Party entitled to assert the condition:

- (a) this Agreement shall have been executed and delivered by each Party;
- (b) the Club is granted the right to utilize a dedicated, full-time practice facility which meets Club and D-League Rules and Regulations, which facility will include office space for Club coaching/training staff (the "Practice Facility") at no charge to the Club;
- (b) Execution of a long form agreement for use of the Practice Facility ("Practice Use Agreement") between Club and County or the City of Winter Haven or other party to provide the Practice Facility.
- (c) Approval of the NBA D-League of (i) Use Agreement and Practice Use Agreement, and (ii) location/relocation of League franchise to Lakeland.
- (d) Demonstration of committed/secured/escrowed funds to pay for Center Renovations and construction of the Practice Facility.

If any condition set forth in this Section 20.1 has not been satisfied or waived by September 1, 2017, each of the City and the Club shall have the right to terminate this Agreement effective upon one hundred eighty (180) days prior written notice to the other Party of such unfulfilled condition and the anticipated termination date. In the event of such termination, neither Party shall have any further liability or obligation to the other Party except as expressly set forth in this Agreement.

ARTICLE 21

MISCELLANEOUS PROVISIONS

21.1 No Broker's Fees or Commissions. Each Party hereby represents and warrants to the other Party that it has not incurred or created any liabilities or claims for broker's commissions or finder's fees in connection with the negotiation, execution or delivery of this Agreement and that it has not dealt with, nor sought or accepted the assistance of and has no knowledge of, any broker, agent, finder or salesperson in connection with this Agreement.

21.2 Relationship of the Parties. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

21.3 No Waiver of Immunity. Subject, in each case, to the last sentence of this Section 21.3, the City unconditionally and irrevocably:

(a) agrees not to assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained in any successor legislation with similar purpose or effect: (i) where the effect of the City doing so would be to reduce any contractual obligations of the City hereunder (specifically including any indemnification granted in favor of the Club); and (ii) in connection with any Actions or Proceedings asserted by a third party in which the City and the Club are both named as defendants where the effect of the City doing so would increase the Club's actual or potential liability in connection with same;

(b) agrees that should any Actions or Proceedings sounding in contract be brought by a Party against it or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such Actions or Proceedings sounding in contract (which shall be deemed to include, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) shall be claimed by or on behalf of itself or with respect to its assets;

(c) waives any such right of contractual immunity (sovereign or otherwise) which it or its assets now has or may acquire in the future; and

(d) consents to the enforcement of any judgment against it in any such Actions or Proceedings sounding in contract and to the giving of any relief or the issue of any process in connection with any such Actions or Proceedings sounding in contract.

This waiver of immunity shall not be deemed to include a waiver of any sovereign immunity by the City except as expressly indicated above, including, without limitation, no waiver with respect to tort claims brought by any Person.

21.4 Expenses. Unless otherwise provided in this Agreement, each Party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.

21.5 Notices and Account Information. All notices, consents, directions, approvals, instructions, requests and other communications, as applicable, to be given to a Party under this Agreement shall be given in writing to such Party at the address set forth below or at any other address as such Party designates by written notice to the other Party in accordance with this Section 21.5 and may be (a) sent by registered or certified U.S. mail, return receipt requested, or by reputable national overnight courier, (b) delivered personally (including delivery by private courier services), or (c) sent by telecopy (with electronic confirmation of such notice) or by electronic mail, in each case under this clause (c) with a copy by one of the methods set forth in clause (a) or (b). Any notice shall be deemed to be duly given or made (i) one Business Day after being sent by reputable national overnight courier, (ii) three (3) Business Days after posting if mailed in accordance with clause (a), (iii) the day delivered if sent 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 (iv) in the case of telecopy (with electronic confirmation of such notice) or electronic mail, when received, except that if it was received after 5:00 p.m. delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such additional party. The notice addresses for the Parties shall initially be as follows:

For the Club:

Central Florida Basketball Partners, LLC
400 W. Church Street, Suite 250
Orlando, FL ~~32810~~[32801](#)
Attn: Alex Martins
Fax: (407) 440-7920

For the City:

The Lakeland Center
701 W. Lime Street
Lakeland, Florida 33815
Attn: Anthony Camarillo

With a copy to:

Central Florida Basketball Partners, LLC
~~8701 Maitland Summit Blvd~~
[400 W. Church Street, Suite 250](#)
Orlando, FL ~~32810~~[32801](#)
Attn: General Counsel
Fax: (407) 916-2624

With a copy to:

Office of the City Attorney
228 S. Massachusetts Avenue
Lakeland, Florida 33801
Attn: City Attorney

21.6 Severability. If any term or provision of this Agreement, or the application thereof to any Person or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, then as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to 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 Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. 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 Agreement hereby waive any provision of law that renders any provision of this Agreement unenforceable in any respect. The provisions of this Section 21.6 shall not be construed to limit or affect in any way the right of the Club upon a Club Access Rights Default or a Material Deprivation Default.

21.7 Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof, including this Section 21.7, may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

21.8 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any Person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such Persons, or to permit any Person other than the parties hereto and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein; provided, that the Club Indemnitees and the City Indemnitees shall be third-party beneficiaries of Section 10.6, the Persons identified in Section 21.12 shall be third party beneficiaries of Section 21.12.

21.9 Counterparts. This Agreement may not be executed by the Parties in separate counterparts. All signatures must appear on the same signature page.

21.10 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY IN FLORIDA.

21.11 Interpretation and Reliance. No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions hereof.

21.12 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the City or the Club are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 21.12 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such party is liable therefor, or for the payment of any costs that may become due or payable to them from any party to this Agreement.

21.13 Municipal Bonding. The Parties acknowledge that the City is financing the Center Renovations by issuing tax-exempt municipal bonds (the “Municipal Bonds”). The Parties hereby agree to work in good faith to immediately address any interpretation of this Agreement that would cause the Municipal Bonds to lose their tax-exempt status or that would otherwise have the effect of invalidating the Municipal Bonds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

CITY OF LAKE LAND, FLORIDA

CENTRAL FLORIDA BASKETBALL
PARTNERS, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A
Glossary of Defined Terms

"AAA" shall have the meaning given to it in Section 17.1.4(a) of this Agreement.

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

"ADA" shall mean the Americans with Disabilities Act of 1990, as the same has been amended or as the same may be amended from time to time hereafter, and the regulations promulgated thereunder and, to the extent that a court of competent jurisdiction would enforce the same, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, Standards for Accessible Design, 28 C.F.R. Part 36 Appendix A and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, 36 C.F.R. Part 1191 Appendix A, as the same may have been amended or as the same may be amended from time to time hereafter.

"Admissions Tax" shall mean any Tax assessed, levied, charged, confirmed or imposed upon or with respect to, or payable out of or measured by, the proceeds resulting from the sale of Admission Tickets or other admissions charges for, or the number of admissions to or any license for the right to view, any Club Events. For the avoidance of doubt, the Facility Fee shall not constitute an Admissions Tax.

"Admissions Tickets" shall mean the per event ticket or other admissions indicia sold by the Club, any User, the City or Ticketing Agents, which authorizes admission to any seating at The Lakeland Center for an Event.

"Advertising" shall mean, collectively, all advertising, sponsorship and promotional activity, Signage, Pouring Rights or similar designations, rights of exclusivity and priority, and messages and displays of every kind and nature, including permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard advertising and canopy advertising), whether within or on the exterior of The Lakeland Center or elsewhere in or around The Lakeland Center; audio or video public address advertising and message board advertising; electronic insertion and other forms of virtual advertising; sponsor-identified projected images; advertising on or in schedules, programs, Admission Tickets (except that Advertising on Admission Tickets to Other Events shall be the exclusive inventory of City and shall be subject to the terms of this Agreement) and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by Concessionaires, other Key Vendors or personnel engaged in the operation of any Event; and logos, slogans or other forms of advertising affixed to or included with cups, hats and t-shirts; Floor-related advertising; advertising through Media Rights; and other Concessions, promotional or premium items.

"Advertising Rights" shall mean the right to display, control, conduct, license, permit, sell and enter into agreements regarding the display of all Advertising, including, without limitation, sponsorship and official designations.

"Affiliate(s)" of a specified Person or Party shall mean a Person who (a) is directly or indirectly controlling, controlled by, or under common control with, the specified Person; (b) owns directly or indirectly more than fifty percent (50%) of the equity interests of the specified Person; or (c) is a general partner of the specified Person or of any Person described in (a) or (b) above.

"Agreement" shall mean this The Lakeland Center Use Agreement dated _____, 2017 by and between the City and the Club, together with all schedules, exhibits and appendices thereto, as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Applicable Law" shall mean (i) any statute, law, treaty, rule, code, ordinance or regulation within the jurisdiction of the Governmental Authority promulgating the same, including the ADA, that is applicable to The Lakeland Center or to Persons, facilities or activities within The Lakeland Center; (ii) any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority with respect to any of the foregoing, the enforceability of which has not been stayed or appealed; or (iii) for purposes of the definition of Untenantable Condition, any requirement of the Lakeland Fire Department or other similar independent advisory organization addressing issues of risk to the health and safety of patrons, performers, employees or other individuals.

"Approvals" shall mean all permits, certificates (including Certificates of Occupancy), licenses, authorizations, variances, consents and approvals required by any Governmental Authority having jurisdiction.

"Arbitrable Dispute" shall mean any Dispute or Controversy between or among the Parties or their Affiliates relating to this Agreement.

"Arbitration" shall have the meaning given to it in Section 17.1.4 of this Agreement.

"Arbitration Panel" shall have the meaning given to it in Section 17.1.4(b) of this Agreement.

"Arbitrator" shall have the meaning given to it in Section 17.1.4(b) of this Agreement.

"Basketball Retail Goods" shall mean apparel and merchandise associated with (i) the NBA, the WNBA or the D-League or any of their respective teams (including the Club) or players; (ii) any other league associated with, sponsored by or branded with the Marks of the NBA, WNBA or D-League and any of their respective teams or players; or (iii) any USA national basketball team or player.

"Building Assets" shall mean walls, entitlements, pouring rights, and Center website.

"Business Day" shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which national banks are not generally required or authorized to close in Lakeland, Florida.

"Capital Repairs" shall mean all substantial capital repairs, capital replacements, capital restoration or other capital work reasonably required to be performed on The Lakeland Center (including, but not limited to, all equipment, fixtures, furnishing, facilities, surfaces, structures or

components therein and thereof), that have an expected useful life of five (5) years or more and are necessary to (i) repair, restore or replace components of The Lakeland Center no longer suitable for their intended purpose due to any damage, destruction, ordinary wear and tear or defects in construction or design; (ii) prevent permanent damage to the roof, foundation or structural integrity of The Lakeland Center; or (iii) comply with Applicable Laws or the Quality Operating Standard. For the avoidance of doubt, Capital Repairs shall not include work included in the definition of Maintenance.

"Casualty" shall mean any damage, destruction or other property casualty of any kind or nature, ordinary or extraordinary, foreseen or unforeseen resulting from any cause, including any Force Majeure Event.

"Casualty Repair Work" shall have the meaning given to it in Section 12.1 of this Agreement.

"City" shall have the meaning given to it in the first paragraph of this Agreement.

"City Access Rights" shall have the meaning given to it in Section 2.4.2 of this Agreement.

"City Access Rights Default" shall have the meaning given to it in Section 2.4.2 of this Agreement.

"City Automobile Policy" shall have the meaning given to it in Section 10.2.5 of this Agreement.

"City Default" shall have the meaning given to it in Section 15.1.2 of this Agreement.

"City Excess/Umbrella Policy" shall have the meaning given to it in Section 10.2.3 of this Agreement.

"City Exclusive Areas" shall mean those portions of The Lakeland Center that are not intended for use by the general public, the Club or any other User.

"City GL Policy" shall have the meaning given to it in Section 10.2.1 of this Agreement.

"City Indemnitees" shall have the meaning given to it in Section 10.6.3 of this Agreement.

"City Insured Parties" shall have the meaning given to it in Section 10.2 of this Agreement.

"City Property Insurance Policy" shall have the meaning given to it in Section 10.2.4 of this Agreement.

"City Rights" shall mean all rights reserved by and/or granted to the City under this Agreement, including, without limitation, the access rights under Article 2 and each of the operating rights under Article 7.

"City Workers' Compensation Policy" shall have the meaning given to it in Section 10.2.2 of this Agreement.

"Club" shall have the meaning given to it in the first paragraph of the Agreement and shall include any successor or assignee pursuant to Article 14 of this Agreement.

"Club Access Rights" shall have the meaning given to it in Section 2.4.1 of this Agreement.

"Club Access Rights Default" shall have the meaning given to it in Section 2.4.1 of this Agreement.

"Club Default" shall have the meaning given to it in Section 15.1.1 of this Agreement.

"Club Event Dates" shall mean the dates on which any and all Club Events occur.

"Club Event Key Personnel" shall mean all scorers, statisticians, officials, timekeepers, in-arena announcers and music directors, whether employed by the Club or any of its Affiliates, related to or necessary for the presentation or supervising of the Club Events by the Club.

"Club Events" shall mean D-League Home Games and related media events and other events related to D-League Home Games, practices taking place at The Lakeland Center, and all Free Use Events during each Contract Year.

"Club Excess/Umbrella Policy" shall have the meaning given to it in Section 10.1.3 of this Agreement.

"Club Exclusive Areas" shall mean those portions of The Lakeland Center that are not intended for use by the general public, the City or any User (other than the Club or any of its Affiliates), including, the following areas within The Lakeland Center: (i) Club Office Space; (ii) Club storage areas; (iii) D-League Team locker rooms (but only during the D-League Season), training and medical facilities.

"Club Exclusive Revenue Rights" shall have the meaning given to it in Section 6.4.1 of this Agreement.

"Club Exempt Real Estate Taxes" shall have the meaning given to it in Section 9.1 of this Agreement.

"Club GL Policy" shall have the meaning given to it in Section 10.1.1 of this Agreement.

"Club Indemnitees" shall have the meaning given to it in Section 10.6.1 of this Agreement.

"Club Insured Parties" shall have the meaning given to it in Section 10.1 of this Agreement.

"Club Practices" shall have the meaning given to it in Section 6.3.3 of this Agreement.

"Club Property" means all personal property (i) that is placed in or upon The Lakeland Center, whether owned, leased, consigned or otherwise, by the Club or any of its Affiliates; or (ii) that is controlled by the Club or any of its Affiliates. For the avoidance of doubt, "Club Property" shall not mean personal property owned or leased by the City or Other Users.

"Club Rights" shall mean all rights granted to the Club under the Agreement, including, without limitation, the exclusive right to play professional basketball games at The Lakeland Center, the Other Use Rights, the Club Exclusive Revenue Rights, the operating rights set forth in Sections 7.2 and the Club Access Rights.

"Club Store" means one or more retail stores or other locations within The Lakeland Center. Such store(s) shall primarily sell merchandise associated with Basketball Retail Goods.

"Club Taxes" shall have the meaning given to it in Section 9.1 of this Agreement.

"Club Use Periods" shall have the meaning given to it in Section 2.3 of this Agreement.

"Club Workers' Compensation Policy" shall have the meaning given to it in Section 10.1.2 of this Agreement.

"Components" shall mean those items and systems of real or tangible property incorporated into The Lakeland Center and/or integral to the operation of The Lakeland Center, limited to (i) heating, ventilating and air-conditioning; (ii) plumbing; (iii) electrical; (iv) mechanical; (v) telecommunications; (vi) roof systems; (vii) structural systems; (viii) vertical lift systems (*e.g.*, escalators and elevators); (ix) seats; and (x) food and beverage preparation, dispensing and serving equipment.

"Concessionaire(s)" means any Person in the business of selling or furnishing a Concession, in, at, from or in connection with the operation of The Lakeland Center, whether from any restaurant (whether open to the public or restricted to members thereof), club, membership dining room, concessions stand, catering or banquet facility, kiosk or other facility located therein or by individual vendors circulating The Lakeland Center.

"Concessions" means food and beverages (both alcoholic and non-alcoholic).

"Condemnation Action" means a taking by any Governmental Authority (or other Person with power of eminent domain) by exercise of any right of eminent domain or by appropriation or condemnation.

"Condemnation Award" means all sums, amounts or other compensation for The Lakeland Center payable to the City or the Club, as applicable, as a result of or in connection with any Condemnation Action.

"Condemnation Repair Work" shall have the meaning given to it in Section 13.2.1 of this Agreement.

"Contract Year" shall mean each twelve (12) month period commencing on July 1 in any calendar year and ending on the next succeeding June 30; provided, however, that (i) the provisions of Section 4.1 of this Agreement shall govern the determination of the first Contract Year, (ii) if this Agreement by its terms or otherwise terminates earlier than on the last day in June during a calendar year, there shall be a partial last Contract Year ending on the date of such termination and commencing on the first day of July immediately preceding such termination and (iii) if the final D-League Home Game to be played in the D-League Season that begins in the last Contract Year

is scheduled for a date after June 30 of such Contract Year, the last Contract Year shall end two (2) Business Days after the date such final D-League Home Game is concluded.

"Contractors" means all contractors, subcontractors, materialmen, suppliers, vendors, consultants and other Persons performing any work or providing any services, labor, materials or supplies with respect to all or any part of The Lakeland Center.

"County" shall have the meaning given to it in the Recitals of this Agreement.

"D-League" shall mean the NBA Development League.

"D-League Home Game" shall mean any pre-season, regular season or playoff game between the D-League Team and any opponent that is scheduled by the D-League or the Club to be played at The Lakeland Center. D-League Home Games shall not include any neutral site game, even if the D-League Team is designated as the "home" team.

"D-League Home Game Reserved Dates" shall have the meaning given to it in Section 6.3.1 of this Agreement.

"D-League Playoff Period" shall have the meaning given to it in Section 6.3.1 of this Agreement.

"D-League Rules and Regulations" shall mean the D-League Constitution, the D-League Bylaws, each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the D-League (including any D-League arena guidelines), any governing body thereof or the NBA Commissioner generally applicable to all D-League member teams, any agreements and arrangements to which the D-League or the D-League member teams generally are (or after the date of this Agreement may become) subject, including, without limitation, all current and future television, radio and other agreements involving the telecast of D-League games and all current and future collective bargaining agreements between the NBA and the National Basketball Players' Association, in each case, as they may be amended, modified, extended or supplemented from time to time.

"D-League Season" shall mean a period of time beginning with the opening of training camps and ending forty-eight (48) hours after the last playoff game of a D-League season as established from time to time under the D-League Rules and Regulations. D-League Seasons are sometimes herein referred to by the calendar years in which they begin and end (e.g., "2017-2018 D-League Season").

"D-League Team" shall have the meaning given to it in the Recitals of this Agreement.

"Dispute or Controversy" shall have the meaning given to it in Section 17.1.1 of this Agreement.

"Effective Date" shall mean the later of (i) the date set forth in the first paragraph of this Agreement and (ii) the date that all conditions set forth in Article 20 have been satisfied or waived.

"Encumbrances" shall mean any defects in, easements, covenants, conditions or restrictions affecting or other encumbrances on the title to The Lakeland Center, whether evidenced by written instrument or otherwise evidenced.

"End of Term Casualty" shall have the meaning given to it in Section 12.3.1 of this Agreement.

"Event" shall mean any event conducted at The Lakeland Center, including events of local, regional or national importance, concerts, family shows, professional and amateur sports events, such as NCAA competitions, D-League Home Games, home games of any other sports team and other civic, political, community and not-for-profit events, provided, that any activity that occurs in the Club Exclusive Areas shall not be considered an "Event".

"Event of Default" shall have the meaning given to it in Section 15.1.1 and Section 15.1.2 of this Agreement.

"Excess Tax" shall mean, collectively, (i) any Admissions Tax imposed by the City or any other Public Entity that the Club or any of its Affiliates is required to pay, or is required to collect from and remit on behalf of others, in excess of Taxes currently applicable to general Admissions Tickets; and (ii) any Targeted Taxes assessed by the City or any other Public Entity, or by any Governmental Authority by or through a written agreement with the City. For the purposes of this definition, the parties agree that the City currently charges a 7% Admissions Tax.

"Expiration Date" shall mean the Scheduled Expiration Date or the date of any earlier termination of this Agreement.

"Extension Term" shall have the meaning given to it in Section 4.3 of this Agreement.

"Facility Standards" shall mean the standards of the average D-League facility.

"FHSAA" shall mean the Florida High School Athletic Association.

"Final Order" shall mean a final non-appealable order by a court of competent jurisdiction or, if applicable, an Arbitration Panel under this Agreement.

"Floor" shall mean the court surface within The Lakeland Center designed for the playing, presenting or conducting of the D-League Home Games or, for purposes of Section 6.6.1 only, the applicable surface on which basketball games, indoor football games, hockey games, ice skating and other ice shows or other events are typically played, presented or conducted.

"Force Majeure Event" shall mean the occurrence of any of the following: acts of God; acts of the public enemy; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); arrests or other restraints of government (civil or military); strikes, labor unrest or disputes (in each case without regard to the reasonableness of any party's demands or ability to satisfy such demands); unavailability of or delays in obtaining labor or materials; epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; injunctions; other governmental action

or change in law; power failure or other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, for purposes of this Agreement, no action of the City in its governmental or regulatory capacity, or of other Public Entities shall, as applied to the City in its capacity as owner or operator under this Agreement, be considered governmental actions that excuse or may permit delay in performance by the City, and "Force Majeure Event" shall not include an inability to pay debts or other monetary obligations in a timely manner.

"Free Use Event" shall mean any event conducted at The Lakeland Center by the Club or one of its Affiliates that is intended to benefit ticket holders, sponsors, and/or fans of the Club, charities and/or the community, which may include but not be limited to (i) ticket sales "Open House" Events; (ii) "Meet the Club" Events; (iii) "Fan Fest"-type events; or (iv) other community or fan engagement events in the Club's discretion. For the avoidance of doubt, such Free Use Events shall not include music concerts, family shows, conventions or any other income generating event typically conducted at similar arenas in the United States.

"Governmental Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, authorities, offices, divisions, subdivisions, departments or bodies of any nature whatsoever and any and all any governmental units (federal, state, county, municipality or otherwise) whether now or hereafter in existence. Notwithstanding the foregoing, for purposes of this Agreement, the City, in its capacity as owner or operator of The Lakeland Center under this Agreement, shall not be considered a Governmental Authority.

"Hazardous Material" means and includes any hazardous, toxic, dangerous, radioactive or infectious material, waste or substance or any pollutant or contaminant defined as such in, and present in quantities that violate, any laws relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or any time in the future be in effect, or any other hazardous, toxic or dangerous, waste, substance, or material.

"Indemnified Party" shall have the meaning given to it in Section 10.6.5 of this Agreement.

"Indemnifying Party" shall have the meaning given to it in Section 10.6.5 of this Agreement.

"Injunctive Relief" shall mean a temporary restraining order, a preliminary or permanent injunction or similar equitable relief, including, without limitation, specific performance, awarded by a court or arbitrator of competent jurisdiction.

"Insurance Amounts" shall have the meaning given to it in Section 10.4.5 of this Agreement.

"Insurance Proceeds" shall mean any and all proceeds of any insurance policy required to be maintained under Article 10 of this Agreement.

"Interest Rate" means an interest rate per annum that is the per annum "prime rate" of interest announced, reported or published from time to time in *The Wall Street Journal* on the

Money Rates Page (or a similar publication if *The Wall Street Journal* is no longer published or no longer announces, reports or publishes such rate), changing as and when such "prime rate" changes, unless a lesser rate is then the maximum rate permitted by law with respect thereto, in which event such lesser rate shall apply.

"Key Personnel" shall mean, collectively, the Club Event Key Personnel and The Lakeland Center Key Personnel.

"Key Vendors" shall mean all Persons (including Concessionaires) in the business of performing or providing any material services, or selling or furnishing items, in, at, from or in connection with the operation of The Lakeland Center, but excluding Ticketing Agents and any Persons selling items in connection with the Club Store(s).

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

"Lien" shall mean, with respect to any Property, any mortgage, lien, pledge, charge or security interest, and with respect to The Lakeland Center, the term "Lien" shall also include any lien for taxes or assessments, builder, mechanic, warehouseman, materialman, contractor, workman, repairman or carrier lien or other similar liens.

"Losses" shall have the meaning given to it in Section 10.6.1 of this Agreement.

"Maintain" and "Maintenance" shall mean all work (including all labor, supplies, materials and equipment) reasonably necessary or advisable for the cleaning, care, maintenance (preventative and otherwise), repair or replacement of, the property, structures, surfaces, facilities, fixtures, equipment, furnishings, improvements and Components that form any part of The Lakeland Center to maintain The Lakeland Center to the Quality Operating Standard. Without limiting the preceding sentence, "Maintenance" shall include the following: (i) maintenance that is stipulated in the operating manuals for the Components; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems; (iii) ongoing trash removal; (iv) maintenance, repair and component replacement procedures for heating, ventilating, air-conditioning, plumbing, electrical, mechanical, telecommunications, roof and structural systems and vertical lift systems (e.g., escalators and elevators), excluding Components that are substantial and have an expected useful life of 5 years or more (which shall be considered Capital Repairs); (v) spot or touchup painting; (vi) cleaning of the entire The Lakeland Center prior to, during and following, all Events and all other set-up and breakdown for Events; (vii) changing of light bulbs, ballasts, fuses, circuit breakers and filters; (viii) periodic repair and replacement of individual seats or components of Signage or The Lakeland Center Information Systems; and (ix) maintenance of the Floor consistent with the Quality Operating Standard.

"Marks" shall mean any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations and other intellectual property (and any combination thereof) in any tangible medium.

"Material Deprivation Default" shall have the meaning provided in Section 15.4.2 of this Agreement.

"Media Rights" shall mean the right to control, conduct, sell, license, publish, authorize and enter into agreements with respect to all media, means, technology, distribution channels or processes, whether now existing or hereafter developed and whether or not in the present contemplation of the Parties, for preserving, transmitting, disseminating or reproducing for hearing or viewing, Club Events and descriptions or accounts of or information with respect to Club Events (including motion pictures), including by Internet, radio and television broadcasting, print, film, photographs, video, tape reproductions, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television, and all comparable media.

"Naming Rights" shall mean, collectively, the right to (i) name and re-name The Lakeland Center and any portion thereof (but not including the Jenkins Arena, Sikes Hall or Youkey Theatre), including the right to grant The Lakeland Center Name, and (ii) contract from time to time with any Person or Persons (a "Naming Rights Sponsor") on such terms as the Club determines with respect to the naming or sponsored attribution of The Lakeland Center or any portion thereof (but not including the Jenkins Arena, Sikes Hall or Youkey Theatre) (a "Naming Rights Agreement").

"NBA" shall mean the National Basketball Association, a joint venture organized under the laws of the State of New York, having its chief executive office currently located at 645 Fifth Avenue, New York, New York 10022, and any successor or substitute association or entity.

"Non-Disturbance Agreement" shall have the meaning given to it in Section 14.5 of this Agreement.

"Obstruct" shall have the meaning given to it in Section 6.4.6(a) of this Agreement.

"Operating Expenses" shall have the meaning given to it in Section 7.8 of this Agreement.

"Operations Plan" shall have the meaning given to it in Section 7.2.1 of this Agreement.

"Other Events" shall mean all Events other than Club Events.

"Other Event Date" means any date on which an Other Event is scheduled.

"Other User Exclusive Areas" shall mean those portions of The Lakeland Center intended for the exclusive use of Other Users and not the general public, the City or the Club.

"Other Users" shall mean Users of The Lakeland Center other than the City, the Club or any of its Affiliates.

"Partial Taking" shall have the meaning given to it in Section 13.2 of this Agreement.

"Parties" and "Party" shall have the meanings given to them in the first paragraph of this Agreement.

"Payment Date" shall have the meaning given to it in Section 5.1 of this Agreement.

"Permitted D-League Membership Transfer" shall have the meaning given to it in Section 14.2(c) of this Agreement.

"Permitted Transfer" shall have the meaning given to it in Section 14.2 of this Agreement.

"Permitted Uses" shall have the meaning given to it in Section 6.1 of this Agreement.

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, authority, governmental unit or other entity, as applicable.

"Personal Property Tax" shall mean any general or special, ordinary or extraordinary, Florida state, county, and/or municipal ad valorem or other property taxes and surcharges levied or imposed upon or in relation to ownership of personal property by a Person at the tax rates in effect from time to time during the Term, together with interest and penalties thereon, if any.

"Pouring" or "Pouring Rights" shall mean the right to make available, sell, dispense and serve beverages during Events and/or at The Lakeland Center, which right may or may not be to the exclusion of other beverage vendors, and to identify the holder of such right as the "official" provider of such beverage at The Lakeland Center.

"Private Sector Transferees" shall have the meaning given to it in Section 14.7.2.

"Property" shall mean any interest or estate in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Public Entities" shall mean, collectively, the City and each other City agency, commission, division, board, departments, instrumentality or other body or entity within the City's direct control.

"Quality Operating Standard" means the standard of quality or performance and practices with respect to the ongoing maintenance, operation and management as defined in Section 8.1.1.

"Responsible Officer" shall mean, with respect to the subject matter of any certificate, representation, warranty or other action of any Person contained in this Agreement (including actions under Section 17.1.2), a vice president or higher corporate officer of such Person who, in the normal performance of his or her operational responsibility, would have knowledge of such matter and the requirements with respect thereto and/or is authorized to sign such a certificate, make such representation or warranty binding on such Person or take such action.

"Responsible Party" shall have the meaning given to it in Section 10.7 of this Agreement.

"Retail Goods" shall mean retail goods, merchandise and products (including souvenirs, apparel, novelty items and licensed products).

"Retail Revenues" shall mean the aggregate amount received in each Contract Year from sales of Retail Goods at The Lakeland Center, less all fees, costs and expenses paid to any third party concessionaire and the costs of the goods sold.

"Retail Rights" shall mean the right to sell Retail Goods to the general public at The Lakeland Center and to operate areas within The Lakeland Center for such purposes.

"Review and Approval or Consent Rights" shall have the meaning given to it in Section 18.3 of this Agreement.

"Reviewing Party" shall have the meaning given to it in Section 18.3 of this Agreement.

"S&P" shall mean Standard & Poor's Rating Services, a division of The McGraw Hill Companies, Inc., or such other Person mutually agreed upon by the Parties.

"Sales Tax" shall mean any general or special, ordinary or extraordinary, Florida state, county, and/or municipal sales, use or similar taxes and surcharges and all other local option surtaxes and/or surcharges levied or imposed upon or in relation to all sums of money or considerations received by a Person at the tax rates in effect from time to time during the Term, together with interest and penalties thereon, if any.

"Scheduled Expiration Date" shall have the meaning given to it in Section 4.1 of this Agreement.

"Secondary Box Office" shall mean an entity or organization permitted by the City to sell tickets and process orders through the City's contracted ticketing system from remote locations for Club Events only, including sales of season, group and individual Club Event tickets.

"Signage" shall mean all signage (whether permanent or temporary) in or on The Lakeland Center, including, without limitation, scoreboards, jumbotron or other replay screens, banners, displays, "ribbon boards," time clocks, message centers, advertisements, signs and marquee signs.

"Single Arbitrator" shall have the meaning given to it in Section 17.1.4(l) of this Agreement.

"Submitting Party" shall have the meaning given to it in Section 18.3 of this Agreement.

"Symbolic Representation" shall mean any two-dimensional or three-dimensional replica, model, artistic or photographic rendering or other visual representation of The Lakeland Center or any portion thereof.

"Taking" shall mean any Total Taking, Partial Taking or Temporary Taking.

"Targeted Taxes" shall mean any Tax (or payment in lieu thereof) created, levied, assessed, confirmed, adjudged, charged or imposed on or against (A) the activities conducted at The Lakeland Center by the Club or any of its Affiliates or any of their invitees, or any income, revenues, profits or other consideration generated therefrom (unless the Tax applies to substantially all other businesses or persons in the jurisdiction of the applicable Governmental Authority or income, revenues, profits or other consideration therefrom); (B) the gross receipts or incomes of players, coaches, the Club or direct or indirect owners of the Club who use or otherwise participate in activities at The Lakeland Center (unless the Tax is one of general application levied against or imposed on the gross receipts or incomes of all people, enterprises or owners of

enterprises, as the case may be, within the jurisdiction of the applicable Governmental Authority); (C) any capital gain on or appreciation in the investment in the Club (unless the Tax is one of general application); or (D) the sale of any asset or ownership interest in the Club or any of its Affiliates (unless the Tax is one of general application).

"Tax" or "Taxes" shall mean any general or special, ordinary or extraordinary, tax, imposition, assessment, levy, usage fee, excise or similar charge (including any ad valorem or other property taxes), however measured, regardless of the manner of imposition or beneficiary, that is imposed by any Governmental Authority.

"The Lakeland Center" shall have the meaning given to it in Section 2.1 of this Agreement.

"The Lakeland Center Information Systems" shall mean, collectively, the public address system, scoreboards, video boards, broadcast facilities, ribbon boards, LED boards and message boards, game clocks and similar systems (and all related control and equipment rooms), whether located within or outside The Lakeland Center, but shall not be construed to include general computer systems.

"The Lakeland Center Key Personnel" shall mean the staff that services the LED and videoboard operators, and supervisors of key "front of the house" functions, including the Lakeland Center Director and his or her designees.

"The Lakeland Center Management" shall have the meaning given to it in Section 7.1 of this Agreement.

"The Lakeland Center Name" shall mean the name given to The Lakeland Center in any Naming Rights Agreement and any replacements thereof from time to time.

"Temporary Advertising Rights" shall mean the right to display, control, conduct, permit, sell and enter into agreements regarding the display of all Temporary Advertising Signage.

"Temporary Advertising Signage" shall mean all advertising signage that is not fixed on the exterior of The Lakeland Center structure, or that is not affixed (other than temporarily) on the interior of The Lakeland Center structure, and that is intended to be displayed inside The Lakeland Center only at certain Other Events, including advertising appearing on telescreens, scoreboards, public address systems, banners, posters, signs surrounding the Floor, rotational signage, other moving or moveable signage and all LED or other electronic displays. The Club's right to sell the foregoing shall be subject to Section 6.4.6(a) of this Agreement.

"Temporary Taking" shall have the meaning given to it in Section 13.4 of this Agreement.

"Term" shall have the meaning given to it in Section 4.1 of this Agreement.

"Term Agreement" shall have the meaning given to it in the Recitals of this Agreement.

"Ticket Operations" shall mean all ticket facilities of every kind and description, whether now existing or hereafter developed and all rights (but shall not include advertising with respect to Admission Tickets to Events) relating thereto, including ticket windows and ticket sale facilities

(such as computerized ticket equipment systems), and the printing, selling and distributing of Admission Tickets to all Events and the printing and distributing of press credentials.

"Ticket Operations Rights" shall mean the right to the full use and enjoyment of, and right to control, provide, conduct, license, grant concessions with respect to and contract for, Ticket Operations with respect to The Lakeland Center or any Event, including the right to sell or license the right to provide Ticket Operations on an exclusive or nonexclusive basis.

"Ticketing Agents" shall have the meaning given to it in Section 7.5 of this Agreement.

"Total Taking" shall have the meaning given to it in Section 13.1.1 of this Agreement.

"Transfer" shall have the meaning given to it in Section 14.1 of this Agreement.

"Untenantable Condition" shall mean the existence of any one of the following conditions, including due to any Condemnation Action, Taking, Casualty or Force Majeure Event, but only to the extent that the same (if not due to any Condemnation Action, Taking, Casualty or Force Majeure Event) is not primarily the direct proximate result of the failure of the Club to perform its obligations as required under the Agreement:

A. the condition of The Lakeland Center is such that the D-League Rules and Regulations prohibit the playing of D-League Home Games at The Lakeland Center or will not reasonably permit the Club to continue to use and occupy The Lakeland Center in the manner customarily used and occupied by D-League teams or their Affiliates for D-League Home Games; and

B. the use or occupancy of any material portion of The Lakeland Center for D-League Home Games is not permitted or is materially restricted under any Applicable Law or otherwise is unsuitable for customary usage for D-League Home Games, including because of any denial of access to or loss of a material portion of the general seating areas of The Lakeland Center.

"Use Agreement" shall mean a use, license, sublicense, concession, advertising, service, maintenance, occupancy or other agreement with respect to the use or occupancy of any space or facilities at The Lakeland Center or the location of any business or commercial operations in or on The Lakeland Center or any part thereof.

"Use Fee" shall have the meaning given to it in Section 5.1 of this Agreement.

"User" shall mean Persons (whether on a long-term or short-term, or continuing or periodic basis) that license, sublicense or otherwise use any part of The Lakeland Center.

"Use Rights" shall have the meaning given to it in Section 2.1 of this Agreement

"WNBA" shall mean the Women's National Basketball Association.

EXHIBIT B

Outline of The Lakeland Center

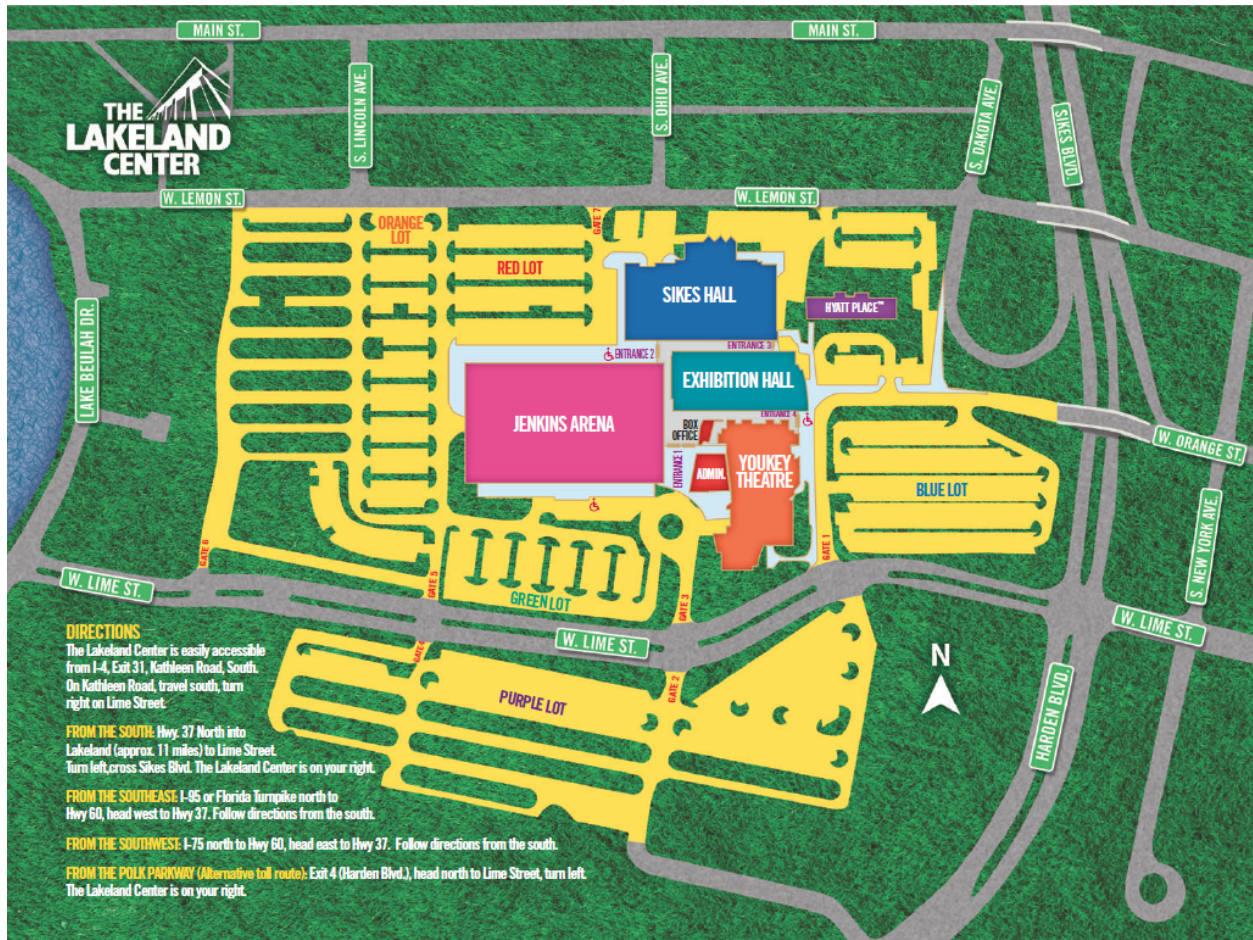


EXHIBIT C

Prohibited Categories*

1. Adult Entertainment (Strip clubs, Adult magazines, etc.)
2. Contraceptive products and services of any kind
3. Tobacco
4. Feminine hygiene products
5. Medical marijuana
6. Illegal Gambling
7. Electric and solid waste utilities offered by providers other than the City of Lakeland
8. Cities and Counties (including related public agencies and entities) other than the City of Lakeland and Polk County
9. Political candidates and issues reasonably expected to be considered in upcoming elections
10. Any products or services ~~not consistent with Lakeland's community values or that would otherwise be reasonably expected to create division or controversy within the community~~ from a Sponsor, where Sponsor, or any officer or director of Sponsor, is indicted or convicted for the commission of a crime which constitutes: (i) a felony, or (ii) a misdemeanor involving moral turpitude or which, in the City's reasonable judgment is expected to have an adverse effect on the City of Lakeland, its business, reputation, or interests

*The City may allow the marketing of products and services within any of the Prohibited Categories on a case-by-case basis provided the City's approval is evidenced by a writing signed by the Director of The Lakeland Center.

EXHIBIT D

League Rules, Arena Best Practice Guidelines, Guidelines for Professional Quality, and Floor Configurations

LEAGUE RULES

SECURITY STAFFING/REQUIREMENTS

The home team is responsible for arranging adequate police and arena security staff protection for Game Officials, coaches and players during each game. The team President will be responsible for implementing these minimum home court security requirements in compliance with the D-League Arena Security Standards, and the NBA D-League Security Department must approve any change or exception. To ensure adequate protection, the following measures including but not limited to the below are required:

1. Security Representative. A team-dedicated security representative, to act as the official liaison between the team, the NBA D-League Security Department, and the arena security staff (“Security Representative”) will be provided by the League. The Security Representative is to be present at all home games, and at any other team functions directed by the NBA D-League Security Department.
2. Security Positions at Court Level:
 - a. Courtside: All arenas are required to arrange and post a minimum presence of two (2) uniformed police officers courtside (e.g., one in each opposite vomitory or similar visible and prominent area courtside to promote deterrence). The Arena Security Director shall ensure that police officers are familiar with the arena’s Court Perimeter Protection Plan, their role under the plan and the function, role and responsibility of courtside and lower bowl security guards and ushers in the event of an incident.
 - b. Bench Area: Each arena must deploy three (3) permanent, uniformed police officers or uniformed security guards to the bench areas. One (1) officer or guard must be posted behind each team bench facing the stands at all times. (If the arena’s configuration prevents locating this post position immediately behind the benches, the officers or guards should then be positioned in the immediate vicinity.) These guards are responsible for monitoring fan behavior and reporting verbal abuse or misconduct to Arena Security. Two (2) officers or guards must be positioned as “bookends” behind the team benches.
 - c. End Lines: One (1) uniformed officer or guard must be deployed at each end of the court facing the stands at all times, and one (1) uniformed officer or guard must be deployed in each corner of the court opposite the benches, all with the same monitoring and reporting responsibilities.
 - d. TV/Radio Table: Two (2) uniformed officers or guards must be deployed along the sideline (behind the TV/Radio table) before the first row of fan seats.
 - e. Time-outs: During all time-outs, the two (2) security officers or guards behind each bench must stand with their backs to the bench and face the crowd. In addition, one (1) security officer or guard must stand on the court approximately 15

feet from the center of each team bench to observe all bench activity, and one (1) security or officer guard must be positioned midway between the foul line and each basket facing the crowd. The security officers or guards permanently positioned behind each basket must stand and face the crowd. Lastly, security officers or guards must be stationed on each corner opposite the benches.

During 20-second time-outs, arenas must deploy one (1) security officer/guard to a position near each team huddle that will allow him/her to monitor any potential fan activity that interferes with the huddle and identify any fans approaching the court near the huddle. Since teams typically huddle on the court during 20-second time-outs and not at their bench, the arena must ensure that this guard is situated in a position where he/she can monitor fan activity near the end line, as well as have a line of sight to the team huddle.

f. Locker Room Security: A minimum of one (1) Arena Security person must be positioned at each access point to the home, visiting team and officials' locker rooms before and during the game, and until all team personnel and referees have departed the arena.

3. Floor Access Security Positions: Each arena must have a minimum of one (1) security/crowd management/guest services person assigned to a post that is immediately adjacent to any opening to the floor that allows fan access to the event level. This individual must be positioned facing the crowd.

4. Scorer's Table Security: Arena Security must be placed behind the scorer's table immediately before the first row of fan seats (non-courtside), where logistically permissible, and positioned in front of the area where referees approach the table.

5. Vomitories, Permanent Post Positions: Each arena must maintain a permanent presence of at least two (2) security personnel in the stands adjoining each player or referee vomitory. These personnel must be deployed one (1) on each side railing (or in that general vicinity if the arena configuration prevents positioning at the rail). In addition, one (1) security guard must be stationed in the vomitory at floor level at all times. These requirements will ensure at least three (3) security personnel are located in the vomitory area at all times.

6. Lower Bowl, Floor Access Post Positions: Each arena must assign appropriate floor-level security/usher personnel at the lower end of each stairway/aisle that leads to the arena floor, and these personnel must be in place from the time the arena doors are opened until all players and referees have left the court after the completion of the game. These personnel must be positioned facing the stands.

7. Screening Requirements: D-League arenas are required to screen all incoming fans, staff and players attending all D-League games utilizing hand held magnetometers as a primary screening method or walk-through magnetometers (if available). Permissible items such as bags, backpacks, pocketbooks, being carried into the arena must be visibly inspected.

a. If using walk through magnetometers, each magnetometer with a bag-check line must be staffed with 3 screeners (i.e., a magnetometer operator, a secondary screener and a bag checker). Each magnetometer with a bagless line must be staffed with 2 screeners (i.e., a magnetometer operator and a secondary screener).

b. If using hand held magnetometers, each line must be staffed with one or two screeners (i.e. magnetometer operator and a bag checker).

- c. There must also be a visible law enforcement presence in the buffer space inside of the magnetometer screening areas.

D-LEAGUE ARENA BEST PRACTICE GUIDELINES

The following guidelines are recommendations for the design of any arenas to be selected or built for NBA D-League play.

BASKETBALL FACILITIES

Home and Visiting Team Facilities

- Locker Rooms:
 - Arenas must have a minimum of two locker rooms, one (1) for the home team and one (1) for the visiting team, that are equipped to hold the maximum D-League roster and all relevant basketball operations staff.
 - There should be a minimum of 15 lockers in each locker room which can appropriately accommodate the basketball equipment and uniforms of each player. Each locker must be accompanied by a lock or safe to secure valuables and a chair.
 - Locker rooms must also be climate controlled, carpeted, and equipped with high-speed wireless internet, a high-definition TV, a DVD and/or blu-ray player, a dry-erase white board, and a monitor showing the game clock.
- Minimum required space for each locker room is 450 square feet (exclusive of showers and bathrooms as described below). Shower and Toilet Facilities:
 - Each locker room must be accompanied by showers and bathrooms sufficient to accommodate the maximum D-League roster and all relevant basketball operations staff.
 - There should be a minimum of 5 shower heads in each shower room at a minimum height of 8 feet to accommodate the heights of the players.
 - Each bathroom should contain a minimum of two enclosed toilet stalls, two urinals and three sinks.
 - Minimum required space for the shower room and bathroom is 250 square feet
- Training Room:
 - Arenas must have two training rooms which can reasonably accommodate the needs of both teams.
 - The training rooms must contain lockable cabinets for medical supplies and a minimum of two training tables.
 - Training rooms must be located in or adjacent to team locker rooms.
 - Minimum required space is 250 square feet.
- Laundry Room:
 - Laundry room facilities containing two commercial grade washers and two commercial grade dryers are strongly recommended in order to meet day-to-day uniform and equipment cleaning requirements.
 - Minimum required space for the laundry room is 200 square feet. .
- Coaches' Offices:
 - Two coaches' offices are required to house the head coach and relevant basketball operations staff of both the home and visiting teams.

- Each office should contain a minimum of 6 lockers, any relevant desk and storage space required to reasonably meet the needs of a D-League coaching staff, high-speed wireless internet, and a dry-erase white board.
- Offices should be located in or adjacent to the locker rooms.
- Minimum required space for each office is 200 square feet.
- There must be separate circulation paths to the court for the home and visiting teams. Circulation paths must be in controlled, restricted, and secured areas and free from fan interference.

Game Official Facilities

- Locker Rooms:
 - Arenas must have a minimum of two (2) separate, but adjacent locker rooms in order to accommodate the presence of both male and female officials. Locations should not be positioned adjacent to home or visiting team locker rooms or in the view or path of back-of-house areas which are accessible to fans (e.g., premium restrooms, hospitality areas, relative waiting area, etc.).
 - There should be a minimum of three lockers in each locker room which can appropriately accommodate the basketball equipment and uniforms of each official. Each locker must be accompanied by a lock or safe to secure valuables and a chair.
 - Locker rooms must also be climate controlled, carpeted, and equipped with high-speed wireless internet, and a game clock or monitor showing the game clock feed.
 - Required minimum space for each locker room is 150 square feet.
 - At least one of the two locations must have a seating area large enough to accommodate five persons for any necessary pregame or postgame discussions. Required minimum space for this seating area is 150 square feet.
- Shower and Toilet Facilities:
 - Each locker room must be accompanied by showers and bathrooms sufficient to accommodate the game officials.
 - There should be a minimum of 2 shower heads in each shower room at a height which can accommodate the heights of the officials.
 - Each bathroom should contain a minimum of two enclosed toilet stalls, one urinal and two sinks.
 - Minimum required space for the shower room and bathroom is 150 square feet for each.
- There must be separate circulation paths to the court for the officials. Circulation paths must be in controlled, restricted and secured areas and free from fan interference.

Storage Facilities/Other

- A minimum of 200 square feet of space must be made available for the exclusive use for basketball team equipment storage only (e.g., basketball, uniforms, shoes, towels, etc.).
- An additional 640 square feet for court storage and other game equipment (e.g., back-up basket stanchion/support) must also be made available adjacent to the event floor. The size should be confirmed with the court manufacturer and ceiling height should be made to accommodate potential forklift access.

BASKETBALL EQUIPMENT

Playing Court

- The playing court must be manufactured by Horner Sports Flooring, Robbins Sports Surfaces, or Connor Sports Flooring. If a team seeks to use an equivalent flooring manufacturer, prior approval by the NBA is required but not guaranteed.
- The size of the court should be a minimum of 114' by 60'. This is inclusive of the baseline aprons which must be a minimum of 10' deep, the sideline aprons which must be a minimum of 5' wide, and the playing surface which should measure 94' by 50'.
- No floor plates related to use of the court for other purposes such as Volleyball are allowed.
- Any floor markings and court designs should be in compliance with NBA D-League policies as laid out in the most recent version of the NBA D-League Operations Manual.
- No physical structure or item (e.g., ceiling, ducts, center-hung scoreboard, banner, etc.) may be located less than 35' over the floor.
- Cooling and heating systems are required in order to maintain necessary temperature and humidity conditions. Temperature values between 65-72 degrees Fahrenheit and relative humidity values of no more than 55% at the court and event level are required when the court is in use.
- On both sides of, and immediately adjacent to, the basket stanchions, a space of 5' must be reserved for the "escape lanes," which must be marked by tape or a painted line and maintained during all games.
- All spectators, photographers, video crews, dance team or interactive squad members, team personnel, and any other persons are prohibited from entering the escape lanes during game play. The one exception to this rule is that live television camera operators are permitted to enter the escape lanes during the first of a two free throw set or the first two of a three free throw set; however, they must exit the lanes immediately thereafter.

Game and Courtside Equipment

- Spalding portable basket stanchions/supports that are capable of being anchored to the floor are required, unless otherwise permitted by the League. Basket stanchions/supports, including the bottom and side surfaces of backboards, cross pieces and braces, must be fully padded and pads must be of a color approved by the League.
- The minimum distance from the outside of the baseline to the front padding of each stanchion must be 72 inches.
- Spalding Super Glass Pro backboards and Spalding positive-lock rims are required, unless otherwise permitted by the League. All backboards/rims must have the NBA D-League logo decal affixed in the lower left-hand corner. Additionally, all backboards are required to contain LED lighting as outlined in the Operations Manual in order to indicate expiration of time and 24-second clock. These lights should be synchronized with each clock accordingly.
- Spalding basketballs and ball-racks designated and provided by the League prior to team training camps must be reserved and used for games, practices, and shoot-arounds.
- All nets used during NBA D-League games will be provided by the League, and otherwise must be of the anti-whip type, 18" in length.
- The game clock and 24-second shot clock should be a minimum size of 26" wide x 24" high with clear 6" numbers on the game clock and red 12" numbers on the 24-second shot clock. Each should be mounted on the backboards but can also be suspended by cable, with

the prior written approval of the League Office. All other clocks in the arena must be synchronized with the shot and game clocks.

- Each team is required to maintain, in each arena in which the team plays home games, one spare stanchion/support and one spare backboard with pressure-release rim attached. The spares must be stored on dollies and in locations that make them easily accessible during games, so that replacement can be made immediately. The game clock and 24-second shot clock must be able to be remounted to the replacement backboard.
- When not in use, all stanchions/supports and backboards/rim must be stored and maintained in a way that will minimize damage and undue stress.
- Each team must have a back-up set of clocks in its arena for every home game.

BROADCAST GUIDELINES

NBA D-League Streaming

- As part of team onboarding and expansion, any new teams and arenas will be responsible for any staffing and equipment costs related to the NBA D-League streaming initiative.
- All team home games must be produced for streaming pursuant to the terms of the most recent Broadcast Regulations. Immediately following each game, the home team must transfer the recording of the game in accordance with technical specifications to be provided by the League.
- In order to provide the best product for the NBA D-League streaming initiative, the arena must have a minimum 10mbps outbound dedicated line for stream purposes accessible to the streaming location.

Space and Location Requirements

- National Television
 - The home team and arena must provide a courtside table that is at a minimum 12 feet long and two feet deep (with a minimum of three feet of unobstructed space behind the table) for six announcer positions and centered exactly on the mid-court line opposite the team benches on the same side of the arena as the mid-level center-court cameras.
 - The home team must also provide cable runs from this courtside location to television trucks and ensure that the location is pre-wired for television and stat monitors. The home team must provide two-row depth for broadcasters, monitors of at least nine inches, telestrator, security, etc.
 - If requested by the League office, the home team and arena shall also make available to the national telecaster, at minimum, a 20-foot by 20-foot area that offers the court as a backdrop and which is approved in advance by the NBA D-League Broadcasting Department for use as a telecast host position. This area must have a minimum of 10 feet clear ceiling height above the finished floor at the host seating location all the way to the camera location to allow for studio lighting.
- Local Broadcast
 - All local television and radio announcer locations must be unobstructed with clear sightlines to the court and must be pre-wired for high speed internet access, television and stat monitors.
 - Even if not being used, the home team and arena must have the capability to provide (a) four positions for home radio, (b) four positions for home television, (c) four

positions for visiting radio and (d) four positions for visiting television (16 positions total).

- The home team and arena must locate television announcer locations opposite team benches and radio announcer locations must be between the baselines or in a section immediately adjacent to a between-the-baseline location.
- Camera Locations:
 - The home team and arena must provide to the telecaster, at no charge, reasonable space and locations in its arena, including three (3) center-court camera positions opposite the team benches, both an upper level and lower level end zone camera location and a center-court talent position at floor level on the same side as the cameras.
 - It is recommended that the main camera platform at mid-level center court be at least 15 feet wide and 10 feet deep in order to accommodate up to three cameras and three operators. The position of this platform must be on the opposite side of the court from the team benches. Final positions are subject to League approval and must be communicated in advance.
 - A minimum of five standard or handheld camera positions must be made available, as follows: one handheld camera under each basket, one play-by-play hard camera at center court high, one “low slash” position camera and one handheld camera situated directly in front of the center-court announce location, one high “end zone” or “beauty” camera (locations vary) and one (1) additional “slash” (locations vary) may be requested by the network. All camera locations must be unobstructed by spectators.
 - For streaming, a minimum of three standard or handheld camera positions must be made available, as follows: one handheld camera under each basket, and one play-by-play camera at mid-level center court.
- Truck Locations
 - For all games (including nationally televised games), the home team must make available an area sufficient to park one 60-foot long by 16-foot wide semi-truck (with side steps) as close to the playing surface as possible, without obstructing fire exits.
 - In the event exigent circumstances require the visiting team telecaster’s and/or national telecaster’s truck to be parked in a location materially farther away from the playing surface than the normal location of the home team telecaster’s truck, the home team shall be responsible, at no incremental cost to the visiting team telecaster and/or national telecaster, for ensuring that the visiting team telecaster and/or national telecaster is provided the additional cabling required by such farther location and that the quality of the visiting team’s telecaster’s and/or national telecaster’s signal is not diminished on account of the required location.
 - If possible, there should be a designated television truck parking area that is separate from the general loading dock area so as not to be affected by other events or building services.
 - The home team must ensure that there are a minimum of two direct-dial unrestricted telephone lines available. 200 AMPS of three phase electricity/208 volts must be available at the truck parking location, in addition to ready access to wiring conduit to each of the broadcast locations and camera positions. An area must be provided

for a 60-foot long, 12-foot wide satellite uplink able to “see” the Southern sky at a wide angle. An additional 100 AMPS of three-phase electricity/208 volts should be made available for the satellite uplink. It is the responsibility of the visiting team to make its own transmission (Telco) arrangements. Additionally, sufficient space should be provided for a network house trailer for catering and office set-up when needed.

- The home team must ensure that parking space and power are provided for a minimum of one ENG truck with cabling to the playing floor and locker rooms. Power must be located within 150 feet of the parking area.
- It is the responsibility of the home team to provide all necessary power (hook-up, usage and disconnect -- including labor) at no cost to the visiting team telecaster and/or national telecaster or the NBADL.

ILLUMINATION

Court Lighting

- Illumination for a NBA D-League venue should be designed primarily for television broadcasting while minimizing glare for the players and spectators. The light on the court shall be bright and uniform. From the boundary lines of the court (94’ by 50’) into the seating areas, the illumination should significantly fade. Since many arenas may be multi-purpose facilities, attention should be given to properly focus lighting for all NBA D-League games. This may require refocusing after concerts, etc.
- Court lighting minimums:

Horizontal Illumination	100 – 150 fc
Main and Reverse Angle Cameras	65 fc
Baseline Camera	50 fc
Max/Min Uniformity Ratio	1.35:1
Uniformity Gradient	1.35:1
Coefficient of Variance	<0.15
Horizontal to Main Camera Ratio	1.7:1

Additional Lighting Notes

- All foot candles (fc) values are average maintained, using a .80 light loss factor for metal halide sources and a .90 light loss factor for LED.
- Should a team be considering LED Sports Lighting, they must consult with the League before purchase.
- Color temperature for light sources must be no less than 3000K and no greater than 4500K.
- Illumination criteria for the main and reverse angle cameras on the court must be achieved (as per above). Horizontal illumination on the court may vary due to angle relationship of catwalk (fixture mounting location) to court, however we recommend at least 100 fc.
- Measurements should be taken 3’ above the court. The meter should be facing the ceiling to measure horizontal illumination and face each camera to measure main, reverse, and baseline camera illumination.

Arenas must be equipped with instant re-strike or shuttered lighting technology, and full lighting conditions must be restored in time to permit tip-off in accordance with the uniform game timing format.

NBA AND D-LEAGUE GUIDELINES FOR PROFESSIONAL QUALITY

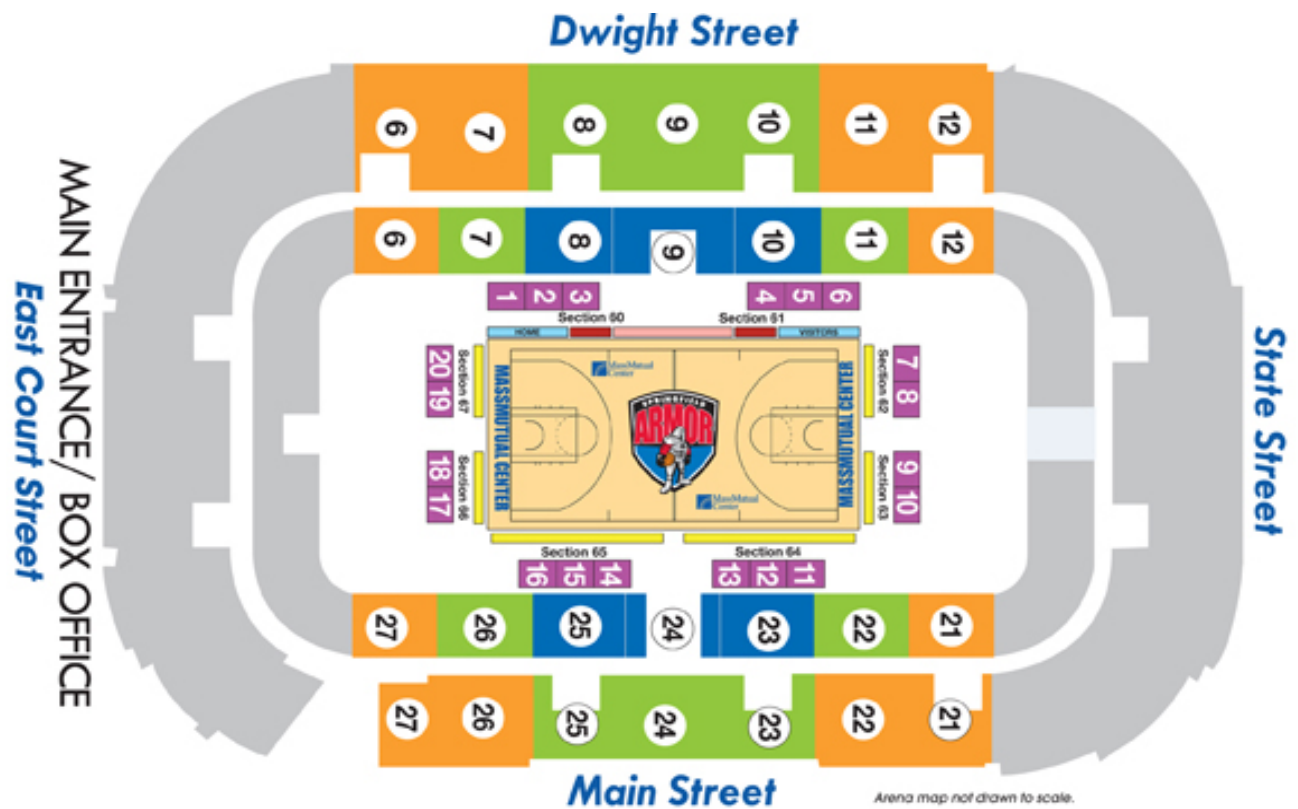
HOME TEAM RESPONSIBILITIES

1. Players' Dressing Rooms. Each home Team must ensure that its arena's home locker room is available for the home Team, and its visiting locker room is available for the visiting Team at least three hours (3:00) prior to the scheduled game time. Such locker rooms must: (i) be separate and apart from one another; (ii) each be equipped with a TV and DVD player, a white board, and a monitor showing the game clock, (iii) each contain a minimum of fifteen (15) lockers and exclusive shower and toilet facilities, (iv) each have a sign clearly posted immediately outside/on the door prohibiting visitors on all game days, (v) each have a NBA D-League approved sign clearly posted outside/on the door advising media as to player and coach pre- and post-game availability, and (vi) each have League-approved notices and timing schedules for half-time or pre-game extensions clearly posted in the locker rooms when applicable. If either of the arena's locker rooms are unavailable because of a contractual commitment by the arena, the NBA D-League Basketball Operations Department must be notified immediately, and alternate facilities that meet all NBA D-League standards and that have been approved by the League, must be made available.
2. Game Officials' Dressing Rooms. Each home Team shall provide at its arena up to two (2) separate dressing rooms (one male, one female, as required) in the same general vicinity for the exclusive use of the Game Officials. Both dressing rooms must include appropriate toilet and shower facilities, and the Team must ensure that no person gains access to the rooms without the permission of the Game Officials.
 - a. Only Game Officials and League officials are permitted in the Game Officials' dressing rooms. No other persons - including Team officials and persons affiliated with Teams - are permitted in the officials' dressing rooms. Alcoholic beverages must not be supplied to the Game Officials' dressing rooms.
 - b. An NBA D-League sign prohibiting visitors to the Game Officials' dressing rooms must be on the door of those rooms for all games, including preseason games.
 - c. NBA D-League-approved notices and timing schedules for halftime or pre-game extensions must be posted in the Game Officials' dressing rooms on the night of the game in which the extension is to occur.
 - d. Each Game Officials' dressing room must be equipped with a monitor showing the game clock.

FLOOR CONFIGURATION BEST PRACTICES

EXAMPLE FLOOR CONFIGURATIONS





2011 - 2012 Season Pricing

	Season Ticket Holder Pricing		Box Office Pricing
	Season Ticket Price	Per Game	
Courtside Suites	Limited Availability, Please Call For Information		
Hollywood Seats	\$1,440	\$60	\$75
Courtside Seats	\$720	\$30	\$55
Lower Level Center	\$360	\$15	\$25
Sideline Center	\$288	\$12	\$15
Upper Level Corner	\$168	\$7	\$10

PHOTO FROM IDAHO STAMPEDE DEMONSTRATING 'COURTSIDE SUITES'

