
NON-RELOCATION AGREEMENT

By and between

THE CITY OF AMARILLO, TEXAS

As the "City"

And

PANHANDLE BASEBALL CLUB, INC.

As the "Club"

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NON-RELOCATION AGREEMENT

THIS NON-RELOCATION AGREEMENT is made and entered into effective as of the ___ day of September, 2017 (the "Effective Date"), by and between the CITY OF AMARILLO, TEXAS, a home rule municipality of the State of Texas (the "City"), and PANHANDLE BASEBALL CLUB, INC., a Texas corporation (the "Club"). The City and the Club are sometimes herein referred to collectively as the "Parties" or singularly as a "Party."

RECITALS

A. The Club is the owner of a Minor League Baseball team which will be relocated and begin play in the MPEV located in Amarillo, Texas, starting with the 2019 League baseball season, subject to and in accordance with the provisions of that certain MPEV Lease Agreement executed as of the Effective Date.

B. The City and the Club desire that the Club cause the Team to play its Home Games in the MPEV in accordance with the terms and conditions of the MPEV Lease Agreement and this Non-Relocation Agreement.

AGREEMENTS

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

ARTICLE 1 COVENANT TO PLAY

1.1.1 *Covenant to Play in MPEV.* Except as expressly provided otherwise herein, the Team shall play, and the Club hereby covenants to cause the Team to play, all of its Home Games in the MPEV throughout the Term (including any extension thereof).

1.1.2 *MPEV Unavailable for Use.* Notwithstanding the provisions of Section 1.1.1 to the contrary, if, during the Term, all or a Significant Portion of the MPEV becomes unavailable, is significantly damaged or is otherwise, in the Club's reasonable discretion, rendered unusable by the Club for any reason, including, without limitation, by reason of either (i) partial damage or destruction not caused by the Club, its agents, employees, or contractors, (ii) an event of Force Majeure, or (iii) a City Default, then, if reasonably possible, the Club shall first attempt to re-book such Home Games at the MPEV to a date or dates satisfactory to the Club and then be entitled to make arrangements for Alternative Venues and the Team shall be entitled to play its Home Games at such Alternative Venues but only during the period of time that all or a Significant Portion of the MPEV remains unavailable. Additionally, the Club shall use commercially reasonable efforts to locate and use Alternative Venues, to the extent available, which are located within the boundaries of the corporate limits of the City of Amarillo.

1.1.3 *League Labor Disputes and Other Cancellations.* Notwithstanding the provisions of Section 1.1.1 to the contrary, if during the Term (including any extension thereof) there occurs, from time to time, a cancelation of a Home Game due to a League Labor Dispute or any

applicable Home Game is otherwise canceled for any reason (including, without limitation, cancellation by the League, the Baseball Authorities or the opposing baseball team), the Team shall not be obligated to play any such canceled Home Games at the MPEV. In the event that any such canceled Home Game is rescheduled, or a replacement or substitution Home Game is planned to compensate for any such canceled Home Game (each being a "Rescheduled Home Game"), the Club shall use commercially reasonable efforts to ensure that the applicable Rescheduled Home Game is played at the MPEV; provided, however, the Club shall not be obligated to cancel or disrupt any other scheduled or anticipated Event at the MPEV in order to accommodate any Rescheduled Home Game, and the Club shall be entitled to hold any Rescheduled Home Game at an Alternative Venue if and to the extent holding the Rescheduled Home Game at the MPEV is not reasonably possible.

1.1.4 Exhibition and Promotional Games. The City acknowledges that certain promotions, exhibitions, special events or other circumstances may make it necessary and/or promotionally advantageous to hold some Home Games at Alternative Venues. As such, and notwithstanding the provisions of Section 1.1.1 to the contrary, the Club shall be permitted to schedule and hold up to four (4) Home Games, per calendar year, at any Alternative Venue of the Club's choosing (each of such Home Games being hereinafter referred to as an "Exhibition Game"). The Club shall have the exclusive right to schedule the Exhibition Games, and to stage or hold any activities incidental to such Exhibition Games, at any time and at any Alternative Venue of the Club's choosing, all without prior consent of the City.

ARTICLE 2 NON-RELOCATION

Section 2.1 Relocation of Team.

(a) The Club shall not relocate the Team outside the boundaries of the corporate limits of the City of Amarillo, Texas.

(b) Without limiting or impairing the obligations of Article 1 hereof, in the event a Home Game is played in contravention of the terms of Article 1, then the Club shall be deemed to be in default of the terms and requirements of Section 2.1(a) above.

ARTICLE 3 DEFAULTS AND REMEDIES

Section 3.1 Club Default. The occurrence of any of the following shall be an "Event of Default" by the Club or a "Club Default":

(a) Failure of the Club to keep, observe, or perform any of the terms, covenants, or agreements contained in Article 1, or Article 4 of this Non-Relocation Agreement;

(b) Any representation or warranty confirmed or made in this Non-Relocation Agreement by the Club shall be found to have been incorrect in any material respect when made and the same is not remedied within thirty (30) days after the City gives notice to the Club thereof; or

(c) The (i) filing by the Club of a voluntary petition in bankruptcy; or (ii) adjudication of the Club as bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of the Club under the United States Bankruptcy Code or any other similar state or federal law dealing with creditor's rights generally unless within ninety (90) days after such filing the Club causes such proceeding or appointment to be stayed or discharged; or (iv) appointment of receiver, trustee or other similar official for the Club or its property.

Section 3.2 City Remedies. Upon the occurrence of any Club Default, the City may, in its sole discretion, subject to the provisions of this Section 3.2, have the option to pursue any one or more of the following remedies:

(a) The City may seek and obtain injunctive or declaratory relief pursuant to Section 3.3 hereof, including, without limitation, specific performance;

(b) The City may terminate this Non-Relocation Agreement pursuant to Section 3.5 hereof; and

(c) The City may exercise any and all other remedies available to the City at law or in equity.

Section 3.3 Declaratory or Injunctive Relief. Either Party shall be entitled to seek injunctive relief prohibiting or mandating action by the other Party in accordance with this Non-Relocation Agreement, or declaratory relief with respect to any matter under this Non-Relocation Agreement. In addition, the Club (a) recognizes that the MPEV is being constructed by the City, certain taxes are being or have been imposed by the City, and certain debt is being incurred by the City in order to permit the playing of Home Games in the MPEV during the Term, all as provided in Article 1, and (b) acknowledges and agrees that monetary damages could not be calculated to compensate the City for any breach by the Club of the covenants and agreements contained in this Non-Relocation Agreement. Accordingly, the Club agrees that (i) the covenants and agreements contained in this Non-Relocation Agreement shall constitute an agreement described by subsection (a)(2) of Section 334.005 of Chapter 334 of the Texas Local Government Code and subsection (a)(2) of Section 335.004 of Chapter 335 of the Texas Local Government Code, (ii) the City may restrain or enjoin any breach of any covenant, duty, or obligation of the Club contained in this Non-Relocation Agreement without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (iii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any covenant, duty or obligation contained in this Non-Relocation Agreement, the balance of hardships would weigh in favor of entry of injunctive relief, (iv) the City may enforce any such covenant, duty or obligation of the Club contained in this Non-Relocation Agreement through specific performance if so awarded, and (v) the City may seek injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Non-Relocation Agreement. Notwithstanding anything herein which may be interpreted to the contrary, the City and the Club each hereby mutually and fully waive any and all claims for consequential or punitive damages which may now or hereafter be held by either such Party or

which may arise from claims, disputes or other matters in question regarding this Non-Relocation Agreement.

Section 3.4 Damages. The Parties also recognize, agree, and stipulate that the City receives economic, financial, civic, and social benefits from the presence of the Team and the playing of its Home Games in Amarillo, and that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Team in the City. Accordingly, the magnitude of the damages that would result from an Event of Default under Section 2.1 hereof would be difficult to quantify. Therefore, the Parties agree that in the event of an Event of Default under Section 2.1 hereof, the City will be entitled to seek to recover from the Club damages of such type and in such sums as allowed at law or in equity, by statute or otherwise.

Section 3.5 Termination upon an Event of Default. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right but not the obligation to give to the defaulting Party a "Final Notice" of the non-defaulting Party's intention to terminate this Non-Relocation Agreement after the expiration of a period of thirty (30) days from the date such Final Notice is given unless the default is cured, and upon expiration of such thirty (30) day period, if the default is not cured, this Non-Relocation Agreement shall terminate without liability to the non-defaulting Party. If however, within such thirty (30) day period the defaulting Party cures such Event of Default, then this Non-Relocation Agreement shall not terminate by reason of such Final Notice. Notwithstanding the foregoing, in the event there is an action or proceeding pending or commenced between the Parties with respect to the particular Event of Default covered by such Final Notice, the foregoing thirty (30) day period shall be tolled until a final non-appealable judgment or award, as the case may be, is entered with respect to such action or proceeding. In the event of a termination of this Non-Relocation Agreement by either Party under this Section 3.5, (except for the provisions herein that expressly are to survive termination hereof) all obligations of the Parties under this Non-Relocation Agreement automatically shall terminate also. Termination of this Non-Relocation Agreement shall not alter any existing claim (to the extent permitted herein) of either Party for breaches of this Non-Relocation Agreement occurring prior to such termination and the obligations of the Parties with respect thereto shall survive termination. Furthermore, and without limiting the foregoing, upon (i) the expiration of the Term, or (ii) the termination of the MPEV Lease Agreement by either Party, pursuant to applicable law or any termination right granted to such Party under the MPEV Lease Agreement, this Non-Relocation Agreement shall immediately terminate and be of no further force or effect.

Section 3.6 Cumulative Remedies. Each right or remedy of the City provided for in this Non-Relocation Agreement shall not be exclusive but shall be cumulative of and shall be in addition to every other right or remedy of the City provided for in this Non-Relocation Agreement, and the exercise or the beginning of the exercise by the City of any one or more of the rights or remedies provided for in this Non-Relocation Agreement shall not preclude the simultaneous or later exercise by the City of any or all other rights or remedies provided for in this Non-Relocation Agreement or hereafter existing at law or in equity, by statute or otherwise.

Section 3.7 Waiver of Consumer Rights.

THE PARTIES AGREE THAT THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT, SECTION 17.41 *ET SEQ.*, BUSINESS & COMMERCE CODE (THE "DTPA") DOES NOT APPLY TO EITHER THE CITY OR THE CLUB SINCE NEITHER QUALIFIES AS A "CONSUMER" UNDER SECTION 17.45(4) OF THE DTPA.

**ARTICLE 4
ASSIGNMENT**

Section 4.1 *Sale of Franchise.* The Club agrees that an essential part of the consideration to the City under this Non-Relocation Agreement is (i) the obligation to cause the Team to play in the corporate limits of the City of Amarillo (except as otherwise provided herein), as provided in Section 2.1, (ii) the obligation to cause the Team to play in the MPEV (except as otherwise provided herein), as provided in Article 1, (iii) the prohibition of relocating the Team, as provided in Section 2.1(a), and (iv) the requirement that the Club (or its successors and assigns with respect to ownership of the Team) comply, in all other respects, with the applicable terms and provisions of this Non-Relocation Agreement. Accordingly, the Club covenants and agrees that the Club shall not transfer, sell, mortgage, pledge, encumber or assign (each, a "Transfer") its ownership interest in the Team (such ownership interest being hereinafter referred to as the Club's "Franchise") in any manner except upon compliance with each of the following:

(a) The transfer of the Franchise is approved in accordance with the applicable Baseball Rules;

(b) Such assignee of the Franchise executes and delivers to the City an Assignment and Assumption Agreement, in the form attached hereto as **Exhibit A**, whereby such assignee assumes full responsibility for the performance of all of the obligations of the Club under this Non-Relocation Agreement arising on and after the date of such assignment; and

(c) In all instances, from and after such assignment, the assignee of the Club's ownership interest in the Team must also be the successor tenant under the MPEV Lease Agreement and this Non-Relocation Agreement.

Section 4.2 *Assignment.* Neither Party may assign this Non-Relocation Agreement without first obtaining the prior written consent of the other Party, except that the Club, upon providing prior notice to City, is permitted to, and may freely and without consent, assign or transfer this Non-Relocation Agreement (i) to any controlled affiliate, and (ii) provided the Club has obtained all necessary approvals of the Baseball Authorities, to any new buyer or owner of the Club or the Team.

**ARTICLE 5
GENERAL PROVISIONS**

Section 5.1 Representations

5.1.1 Power and Authority. Each individual executing and delivering this Non-Relocation Agreement on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

5.1.2 Club's Representations. As an inducement to the City to enter into this Non-Relocation Agreement, the Club hereby represents and warrants to the City, as of the Effective Date, as follows:

(a) The Club is a corporation duly formed, validly existing and in good standing under the laws of the State of Texas, with all necessary corporate power and authority to carry on its present business, to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated.

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

(c) There is no action, suit, claim, proceeding, or investigation pending or, to the knowledge of the Club, currently threatened against the Club that, if decided adversely, would have a material adverse effect on the assets or financial condition of the Club.

(d) The Club is a member in good standing of the League and, to its knowledge, is in compliance with all applicable Baseball Rules that are relevant to the transactions contemplated herein.

5.1.3 City Representations. As an inducement to the Club to enter into this Non-Relocation Agreement, the City represents and warrants to the Club, as of the Effective Date, as follows:

(a) The City is a home rule municipality in the State of Texas and has all necessary power and authority to enter into this Non-Relocation Agreement and to consummate the transactions herein contemplated.

(b) The City has caused all governmental proceedings required to be taken by or on behalf of the City to authorize the City to make and deliver this Non-Relocation Agreement and to perform the covenants, obligations and agreements of the City

hereunder. No consent to the execution or delivery of this Non-Relocation Agreement by the City or the performance by the City of its covenants, obligations and agreements hereunder is required from any Governmental Authority or other Person, other than any such consent which already has been given.

(c) There is no action, suit, claim, proceeding or investigation pending or, to the knowledge of the City, currently threatened against the City that questions the validity of this Non-Relocation Agreement or the transactions contemplated herein.

Section 5.2 *Amendments Subject to Baseball Rules.* Any amendment to this Non-Relocation Agreement shall be subject to and made in accordance with all Baseball Rules, to the extent applicable, all as the same now exist or may be amended or adopted in the future.

Section 5.3 *Incorporation of Appendices.* All Appendices attached to this Non-Relocation Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

Section 5.4 *Third Party Beneficiary.* The provisions of this Non-Relocation Agreement shall inure to the benefit of, and be enforceable by, and only by, the City and the Club. No Person shall be a third party beneficiary of this Non-Relocation Agreement or have the right to enforce this Non-Relocation Agreement.

Section 5.5 *Notices.* All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Non-Relocation Agreement shall be given in writing in accordance with the terms and requirements of Section 14(a) of the MPEV Lease Agreement.

Section 5.6 *Severability.* All rights and duties contained herein are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Non-Relocation Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein, to the fullest extent permitted by law.

Section 5.7 *Entire Agreement; Amendment and Waiver.* This Non-Relocation 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. There are no unwritten or oral agreements among the Parties. Neither this Non-Relocation Agreement nor any of the terms hereof including, without limitation, this Section 5.7, may be terminated, amended, supplemented, waived or modified orally or by conduct of the Parties, but only by an instrument in writing signed by the Party against which the enforcement of the termination, amendment, supplement, waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances, (i) in exercising any power, right or remedy under this Non-Relocation Agreement, or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Non-Relocation Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any

single or partial exercise of any such right, power or remedy or insistence upon strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or instance thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

Section 5.8 Parties in Interest; Limitation on Rights of Others. The terms of this Non-Relocation Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Non-Relocation Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

Section 5.9 Governing Law. THIS NON-RELOCATION AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING PRINCIPLES OF CONFLICT OF LAWS).

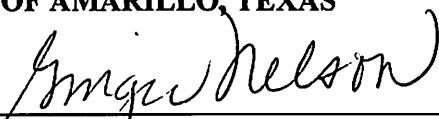
Section 5.10 Court Proceedings. The parties hereby submit to the jurisdiction of the courts of Potter County, Texas or the United States District Court for the Northern District of Texas, Amarillo Division, for the purposes of all legal proceedings arising out of or relating to this Non-Relocation Agreement, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in any such court. No Party hereby waives its rights to trial by jury in any such court.

Section 5.11 Attorneys' Fees. In connection with any litigation, arbitration, or mediation concerning the interpretation or enforcement of this Agreement or any portion of this Agreement, the prevailing Party is entitled to recover from the losing party its reasonable legal fees and paraprofessional fees, court costs, and expenses. The provisions of this Section shall survive the termination of this Non-Relocation Agreement.

Section 5.12 Independent Consideration. The Parties hereby acknowledge and agree that the rights and obligations contained in this Non-Relocation Agreement are independent obligations for which separate consideration was received. The Parties acknowledge that the obligations pursuant to this Non-Relocation Agreement are independent of the rights and obligations pursuant to other agreements with the other Party.

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

CITY OF AMARILLO, TEXAS

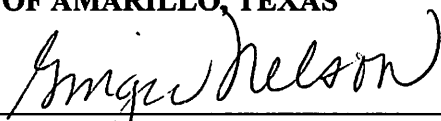
By: 
Ginger Nelson
Mayor

PANHANDLE BASEBALL CLUB, INC.

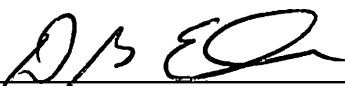
By: _____
D.G. Elmore, Jr.
President

IN WITNESS WHEREOF, this Non-Relocation Agreement has been executed by the Parties as of the day and year first written above.

CITY OF AMARILLO, TEXAS

By: 
Ginger Nelson
Mayor

PANHANDLE BASEBALL CLUB, INC.

By: 
D.G. Elmore, Jr.
President

APPENDIX A
TO
NON-RELOCATION AGREEMENT
GLOSSARY OF DEFINED TERMS

"Additional Addressees" shall have the meaning given to it in Section 5.5 of this Non-Relocation Agreement.

"Affiliate" shall have the meaning given to it in the MPEV Lease Agreement.

"Alternative Venue" means any stadium or other venue of the Club's choosing.

"Applicable Law" shall have the meaning given to it in the MPEV Lease Agreement.

"Assignment" shall have the meaning given to it in the MPEV Lease Agreement.

"Baseball Authorities" shall have the meaning given to it in the MPEV Lease Agreement.

"Baseball Rules" shall have the meaning given to it in the MPEV Lease Agreement.

"Business Day" means any day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which commercial banks are not required or authorized to close in Amarillo, Texas.

"City Default" shall have the meaning given to it in the MPEV Lease Agreement.

"Club Default" shall have the meaning given to it in Section 3.1 of this Non-Relocation Agreement.

"Effective Date" shall have the meaning given to it in the initial paragraph of this Non-Relocation Agreement.

"Event" shall have the meaning given to it in the MPEV Lease Agreement.

"Event of Default" means either a Club Default or a City Default.

"Exhibition Game(s)" shall have the meaning given to it in Section 1.1.4 of this Non-Relocation Agreement.

"Final Notice" shall have the meaning given to it in Section 3.5 of this Non-Relocation Agreement.

"Force Majeure" shall have the meaning given to it in the MPEV Lease Agreement.

"Franchise" shall have the meaning given to it in Section 4.1 of this Non-Relocation Agreement.

"Governmental Authority" shall have the meaning given to it in the MPEV Lease Agreement.

"Home Game" shall have the meaning given to it in the MPEV Lease Agreement.

"League" shall have the meaning given to it in the MPEV Lease Agreement.

"League Labor Dispute" means any of the following that results in the League, or any other one of the Baseball Authorities, canceling the Home Game in question: any owners' lock-out, players', umpires', referees' strike or other League labor disputes.

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

"MPEV" shall have the meaning given to it in the MPEV Lease Agreement.

"MPEV Lease Agreement" means that certain MPEV Lease Agreement executed as of the Effective Date, between the City of Amarillo, Texas, and the Panhandle Baseball Club, Inc., as the same may be amended, supplemented, modified, renewed or extended from time to time.

"Non-Relocation Agreement" means this Non-Relocation Agreement dated as of the Effective Date between the City of Amarillo, Texas, and the Panhandle Baseball Club, Inc., as the same may be amended, supplemented, modified, renewed or extended, from time to time.

"Party" and "Parties" shall have the meanings given to them in the initial paragraph of this Non-Relocation Agreement.

"Significant Portion of the MPEV" shall mean any portion of the MPEV that, if rendered or made unusable, would have a significant adverse effect on the Club's ability to use the MPEV for scheduled Events, for the sale of tickets, concessions or merchandise, for other significant generation of revenue, or for any other intended use or purpose.

"Team" shall have the meaning given to it in the MPEV Lease Agreement.

"Term" shall have the meaning given to it in the MPEV Lease Agreement.

"Transfer" shall have the meaning given to it in Section 4.1 of this Non-Relocation Agreement.

EXHIBIT A
TO
NON-RELOCATION AGREEMENT

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF NON-RELOCATION AGREEMENT (this "Assignment"), effective as of the ____ day of _____, 20____, is executed by and between _____ ("Assignor") and _____ ("Assignee").

WITNESSETH

WHEREAS, Assignor and CITY OF AMARILLO, TEXAS, a home rule municipality of the State of Texas, entered into, or assumed the obligations of a previous assignor under, that certain Non-Relocation Agreement dated _____, 2017 (if and as amended, the "Non-Relocation Agreement"), regarding certain restrictions on Assignor's relocation of the Team.¹

WHEREAS, Assignor has sold the Franchise to Assignee and, in accordance with the terms and requirements of the Non-Relocation Agreement, Assignor desires to assign and Assignee desires to assume all of Assignor's rights and obligations under the Non-Relocation Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee the Non-Relocation Agreement, together with all of Assignor's rights and interests under the Non-Relocation Agreement. Assignee hereby accepts said assignment of the Non-Relocation Agreement and assumes all of Assignor's obligations thereunder. Without limitation, Assignee assumes full responsibility for and Assignee agrees to perform and satisfy all terms, covenants, and conditions of the Non-Relocation Agreement, on the part of the "Club" (as defined in the Non-Relocation Agreement), as may arise or be therein required to be performed and satisfied on or after the date of this Assignment.

2. Ratification. The Non-Relocation Agreement shall remain in full force and effect and is hereby ratified and confirmed by Assignee as a direct agreement between Assignee and City.

¹ All initially capitalized terms that are used but not otherwise defined herein shall be given the meaning(s) assigned to such terms in the Non-Relocation Agreement.

3. Miscellaneous.

a. This Assignment may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

b. Each of Assignor and Assignee represents and warrants that it has the power and authority to execute, deliver and perform its obligations under this Assignment.

c. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.