

MPEV LEASE AGREEMENT

by and between

THE CITY OF AMARILLO, TEXAS

As "MPEV Owner"

And

PANHANDLE BASEBALL CLUB, INC.

As "Lessee"

September 26, 2017

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MPEV LEASE AGREEMENT

THIS MPEV LEASE AGREEMENT (hereinafter "Lease" or "Agreement") is made and entered into as of September ____, 2017 ("Effective Date"), by and between the CITY OF AMARILLO, TEXAS, a Texas home rule municipality ("City" or "MPEV Owner"), and PANHANDLE BASEBALL CLUB, INC., a Texas corporation ("Lessee") (Lessee and MPEV Owner are sometimes herein referred to collectively as the "Parties" or singularly as a "Party").

WITNESSETH

WHEREAS, Lessee is the owner of a minor league (AA or higher) professional baseball Team to be relocated and begin play in Amarillo starting with the 2019 League baseball season, subject to and in accordance with the provisions of this Agreement; and

WHEREAS, MPEV Owner will design and construct a new MPEV to be opened prior to the 2019 League baseball season, and Lessee will exclusively manage, use and operate the MPEV for the Term, including for minor league professional baseball games throughout and beyond the 2019 League baseball season, all in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above clauses are hereby incorporated into this Agreement and the MPEV Owner and Lessee, each intending to be legally bound do hereby mutually agree as follows:

SECTION 1 – DEFINITIONS

For all purposes of this Agreement the following capitalized terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the introductory paragraph of this Agreement.

"Annual Rent" shall have the meaning set forth in Section 5 of this Agreement.

"Applicable Laws" shall mean all applicable laws, ordinances, orders, rules, regulations, resolutions and requirements of duly constituted governmental authorities.

"Applicable City Event Signage" shall have the meaning set forth in Subsection 4(b).

"Architect" shall mean Populous, Inc. and/or any other licensed architect who, with the approval of the Lessee, replaces or supplements the work of such architect.

"Baseball Authorities" shall have the meaning set forth in Subsection 2(a) (2).

"Baseball Game" means any baseball game or baseball exhibition game played in the MPEV including games sanctioned by a professional league, and any college, high school or other amateur baseball game.

“Baseball Rules” means (i) the constitution, bylaws, and other rules and regulations of the League, (ii) the articles of incorporation, bylaws, and other rules and regulations of NAPBL, (iii) the Professional Baseball Agreement (which incorporates by reference the Major League Rules), which is an agreement between the NAPBL and Major League Baseball on behalf of its clubs, (iv) the National Association Agreement, (v) the annual NAPBL Gambling Guidelines, and (vi) any rule, regulation, restriction, guideline, resolution, or other requirement issued from time to time by any Baseball Authorities, including, without limitation, any rule, regulation or requirement issued by the NAPBL Board of Trustees.

“Beneficial Occupancy” shall occur when (i) all final regulatory approvals (all applicable federal, state, county and municipal approvals, including a certificate of occupancy from the City) have been obtained for the MPEV, (ii) evidence of such approvals (including, without limitation, a certification of completion by the Architect) has been delivered to Lessee such that the MPEV can be used for its intended purposes, (iii) the MPEV Parking Areas are available for use by the Lessee and Event attendees as required under the terms of Subsection 4(c)(iii), (iv) City has provided Lessee seven (7) days written notice that the conditions in the preceding clauses have been satisfied, and (v) the MPEV has achieved Substantial Completion.

“Beneficial Occupancy Date” shall mean the date on which Beneficial Occupancy occurs.

“Beneficial Occupancy Deadline” shall mean April 1, 2019.

“Capital Expenditures” shall have the meaning set forth in Subsection 10(i), together with and including without limitation Capital Expenditures within the meaning of Government Accounting Standards Board Standard 34.

“Certified Law Enforcement Officer(s)” shall mean any of the following: (i) sheriffs, their deputies, and those reserve deputies who hold a permanent peace officer license issued under Chapter 1701, Texas Occupations Code; (ii) constables, deputy constables, and those reserve deputy constables who hold a permanent peace officer license issued under Chapter 1701, Texas Occupations Code; or (iii) marshals or municipal police officers, and those reserve municipal police officers who hold a permanent peace officer license issued under Chapter 1701, Texas Occupations Code.

“City” shall have the meaning set forth in the preamble above.

“City Council” means the City Council of the City of Amarillo.

“City Events” shall have the meaning set forth in Subsection 4(b) (i).

“Comparable Venues” shall mean other, similarly situated minor league professional baseball stadiums which (i) house and/or act as the home stadium for baseball teams which are similarly situated to the Team (e.g., teams which have a comparable Level of Play to the Team and which are in a comparable League), (ii) meet or exceed the Minimum Standards, and (iii) are generally equal to or better than the MPEV with respect to functionality, appearance and customer experience for attendees of MPEV events.

“Concept Drawings” shall have the meaning set forth in Subsection 3(b) (i) (1).

“Concessions” means all food and beverages, including but not limited to beer, wine and wine coolers, alcoholic and non-alcoholic beverages, confections, peanut, popcorn, ice cream, hot dogs, hamburgers, and all other food and beverage items customarily offered or sold at baseball games and other events in Comparable Venues. The term Concessions includes all food and beverage catering services provided in Suites, gathering and picnic areas and all other group catering services but shall not include Merchandise.

“Construction Budget” shall have the meaning set forth in Subsection 3(a), as it may be amended from time to time by written agreement of the Parties.

“Construction Budget Amount” shall have the meaning set forth in Subsection 3(a), as it may be amended from time to time by written agreement of the Parties.

“Construction Documents” shall have the meaning set forth in Subsection 3(b) (i) (4).

“Construction Period” shall have the meaning set forth in Subsection 2(b).

“Construction Period Insurance” shall have the meaning set forth in Subsection 12(c).

“Contractor” shall have the meaning set forth in Subsection 3(b) (ii).

“CVC” shall have the meaning set forth in Subsection 6(c).

“CVC Tickets” shall have the meaning set forth in Subsection 6(c).

“Defaulting Party” shall have the meaning set forth in Section 13.

“Deficiency” shall have the meaning set forth in Subsection 3(g).

“Delayed Deficiency” shall have the meaning set forth in Subsection 3(g).

“Design Development Documents” shall have the meaning set forth in Subsection 3(b) (i) (3).

“Development Requirements” means the provisions of this Agreement pertaining to the design and construction of the Project, including the Development Requirements in **Exhibit A** attached and incorporated as part of this Agreement.

“Early Termination Option” shall have the meaning set forth in Subsection 2(f).

“Effective Date” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Emergency” shall mean an event or circumstance that, in the reasonable discretion of Lessee, either (i) constitutes or threatens the health, safety or wellbeing of any guests, invitees, licensees, employee, agents, officers, managers, or shareholders of the Lessee or the Team or any Event attendee of the MPEV, or (ii) has or threatens a significant, negative impact on either (a) the functionality or appearance of the MPEV or any of its components, or (b) the customer experience for attendees of MPEV Events.

“Event” means Baseball Games and/or any other events and uses permitted (or not prohibited) by Applicable Laws, including, without limitation, sporting events other than Baseball Games, concerts, firework presentations, music festivals, theatrical or cinematic presentations, and educational or cultural events, and further including without limitation non-commercial events or events which are free to the general public. Furthermore, the term Event includes any and all ancillary or incidental activities or uses which may be necessary, appropriate or desirable in connection with any applicable Event, including, without limitation, food service, pyrotechnics, firework presentations, and/or construction and development of temporary structures such as stages and lighting and media displays, and further including, without limitation, use of the MPEV Parking Areas during each Event Parking Window.

“Event Parking Window” means the period beginning ninety (90) minutes before the scheduled starting time of any Event (e.g., 90 minutes before the scheduled first pitch of a Baseball Game), and ending sixty (60) minutes after the completion of any Event (e.g., 60 minutes after the last out of a Baseball Game).

“Fixed Seating” shall mean “chairback” seats and chairs for attendees to watch Events, which include backrests and are in a fixed location within the MPEV, including within Suites.

“Fixture” shall mean any piece of furniture, equipment or personal property which (i) is incorporated into the structure of MPEV, or (ii) affixed to any portion of the MPEV with the intent that such furniture, equipment or personal property shall remain so affixed throughout the remainder of its useful life or until it is otherwise necessary replace.

“*Force Majeure*” means any cause or event not within the reasonable control of the MPEV Owner or Lessee, excluding those due to the MPEV Owner’s or Lessee’s negligence, but including, without limitation, natural disasters; strikes, lockouts or other industrial disturbances; acts of public enemies; acts of terrorism; validly issued orders of restraint of any kind of the government of the United States of America, the State of Texas, Potter County, Texas, or the City of Amarillo, Texas, or any of their departments, agencies or officials, or any other governmental, civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals.

“Gross Revenues” means all revenue arising from or derived from the operation and use of the Project and any Event at the MPEV, whether received by Lessee, by any entity affiliated with Lessee, or by any third party, including but not limited to, ticket sales, all of the items mentioned in Subsection 6(a) through 6(n), inclusive, income from third-party concession vendors and any revenue contemplated by this Agreement.

“Home Game” shall mean scheduled League Baseball Games of the Team, played at the MPEV, in which the Team is designated as the home team.

“Initial Term” shall have the meaning set forth in Subsection 2(b).

“League” means a league of professional baseball teams that is a member of Minor League Baseball, playing professional baseball games at the Level of Play defined in this Agreement, including the Texas League of Professional Baseball Clubs, Inc.

“Lessee” shall have the meaning set forth in the preamble above. Provided, Lessee’s rights and obligations under this Agreement may be exercised and discharged by and through Lessee, its subsidiaries and commonly controlled affiliates, and/or Lessee’s designees and/or nominees.

“Level of Play” shall mean a AA level of play (or corresponding future designation) in Minor League Baseball, regardless of the associated League.

“Merchandise” means all souvenirs; novelties; scorecards; programs, yearbooks and other publications; promotional materials; hats, jerseys, t-shirts and other sports apparel and merchandise, including but not limited to items bearing Lessee’s insignia or the insignia of teams in Major League Baseball, Minor League Baseball (including the League) or any other professional team or organization; and any other similar or incidental items customarily offered or sold at baseball games in Comparable Venues.

“Minimum Standards” shall have the meaning set forth in Subsection 3(b).

“Minor League Baseball” or “NAPBL” means the National Association of Professional Baseball Leagues, Inc.

“MPEV” means a minor league professional baseball MPEV (including, without limitation, all associated seating areas, Concessions areas, Concessions equipment, playing field, Suites, press boxes, drainage facilities, and other improvements agreed upon by the Parties for proper operation and use of the MPEV, including the MPEV Reserved Parking) constructed on the MPEV Land for Lessee’s exclusive management, operation and use for the exhibition of minor league professional baseball games and other Events, which meets the standards and specifications outlined in **Exhibit A**.

“MPEV Capital Improvements and Maintenance Reserve” means a reserve account established by the Lessee to use for Capital Expenditures as described in this Agreement including Subsection 10(k).

“MPEV Components” shall have the meaning set forth in Subsection 3(b) (ii).

“MPEV Coordinators” shall have the meaning set forth in Subsection 4(d).

“MPEV Land” shall mean the land which is described in **Exhibit B**.

“MPEV Operations Insurance” shall have the meaning set forth in Subsection 12(a).

“MPEV Parking Areas” means the MPEV Reserved Parking, Surface Parking Areas and Structured Parking Areas.

“MPEV Reserved Parking” shall have the meaning set forth in Subsection 3(c) (i).

“Naming Rights” shall have the meaning set forth in Subsection 6(h).

“Naming Rights Agreements” shall have the meaning set forth in Subsection 6(h).

“Naming Rights Partners” shall have the meaning set forth in Subsection 6(h).

“NAPBL” means Minor League Baseball.

“Non-Defaulting Party” shall have the meaning set forth in Section 13.

“Occupancy Period” shall have the meaning set forth in Subsection 2(b).

“Parking Manager” shall have the meaning set forth in Subsection 4(c) (i).

“Party” or “Parties” shall have the meanings set forth in the introductory paragraph above.

“Personal Property and Equipment” or “PP&E” shall mean the removable furniture, equipment, artwork and other items of personal property to be incorporated into or installed, placed or located on or in the MPEV.

“Plans” means the plans, specifications, drawings and other documentation (including, without limitation, the Construction Documents) which are produced by the Architect (or its consultants) and approved by the Parties in accordance with the terms and requirements of this Agreement, for the purposes of depicting and/or illustrating the Project design, construction and material requirements, and/or building systems (including structural, mechanical, electrical, and plumbing systems).

“Prime Construction Contract” shall have the meaning set forth in Subsection 3(b) (ii).

“Prohibited Uses” shall have the meaning set forth in Subsection 4(b)(iii).

“Project” shall mean the MPEV, together with the MPEV Parking Areas.

“Public Safety” shall have the meaning set forth in Subsection 7(a).

“Renovation” shall have the meaning set forth in Subsection 2(c).

“Renovation Amendment” shall have the meaning set forth in Subsection 2(c).

“Renovation Construction Period” shall mean the period of time beginning upon the commencement of the construction and development of the Renovation Improvements and ending upon the earlier of (i) the Renovation Occupancy Date, and (ii) any termination of this Agreement pursuant to Subsection 2(f). Notwithstanding the foregoing, in no event shall the Renovation Construction Period commence prior to the execution of the Renovation Amendment.

“Renovation Occupancy Deadline” means January 15, 2038.

“Renovation Improvements” shall have the meaning set forth in Subsection 2(c).

“Renovation Milestone Deadlines” shall have the meaning set forth in Subsection 2(c).

“Renovation Milestones” shall have the meaning set forth in Subsection 2(c).

“Renovation Occupancy” shall occur when (i) all final regulatory approvals (all applicable federal, state, county and municipal approvals, including a certificate of occupancy from the City) have been obtained for the Renovation of the MPEV including any applicable Renovation Improvements, (ii) evidence of such approvals (including, without limitation, a certification of completion by the architect for Renovation of the MPEV) has been delivered to Lessee such that the Renovation Improvements and the MPEV can be used for their intended purposes, (iii) the MPEV Parking Areas are available for use by the Lessee and Event attendees as required under the terms of Subsection 4(c)(iii), and (iv) City has provided Lessee seven (7) days written notice that the conditions in the preceding clauses have been satisfied.

“Renovation Occupancy Date” shall mean the date on which Renovation Occupancy occurs.

“Renovation Plan” shall have the meaning set forth in Subsection 2(c).

“Renovation Term” shall have the meaning set forth in Subsection 2(c).

“Renovation Term Extension Options” shall have the meaning set forth in Subsection 2(d).

“Schematic Design Documents” shall have the meaning set forth in Subsection 3(b) (i) (2).

“Seating Capacity” shall have the meaning set forth in Subsection 3(b).

“Structured Parking Areas” shall mean no less than Seven Hundred Fifty (750) parking spaces, which are owned or controlled by the City, located within a structured parking garage which is no more than 1,600 feet and is shown or depicted on **Exhibit C**.

“Substantial Completion” means the stage in the progress of the construction of the MPEV when the MPEV is sufficiently completed, in accordance with the Plans, so that the Lessee can occupy or utilize the MPEV for its intended use and purpose, subject only to minor deficiencies (i.e., defects, deficiencies and items of outstanding work that would not significantly impair the Lessee’s use and enjoyment of the MPEV).

“Suites” means the private suites to be located in the MPEV which shall be either (i) enclosed, heated and air conditioned, or (ii) concourse suites (also known as open air suites), which shall have reasonable accommodations for outdoor climate control (e.g., fans, misting machines and outdoor heating equipment).

“Surface Parking Areas” shall mean no less than One Thousand (1,000) parking spaces, which are owned or controlled by the City, located in surface parking lots which are no more than 1,600 feet from the MPEV and which are shown or depicted on **Exhibit C**.

“Team” means the baseball team playing games at the required Level of Play and chosen from time to time by the Lessee to occupy and use the MPEV and the MPEV Parking Areas.

“Term” shall mean the total, cumulative lease term granted to the Lessee under the terms and provisions of this Agreement and shall include, without limitation, the Initial Term, together with the Renovation Term, if applicable, and any applicable extensions thereof.

“Utilities” shall mean services for electric, natural gas or propane, sewage, heating oil, cable TV, wireless internet, sanitation and water used at the Project, in addition to any other utilities which may be reasonably required by the Project to the extent such utilities are from time to time commonly required and/or used by Comparable Venues.

“Video Displays” shall have the meaning set forth in Subsection 3(c).

SECTION 2 – CONTINGENCIES; LEASE TERM

(a) Effectiveness; Conditions. This Agreement is conditioned upon and subject to the following contingencies. If any of the foregoing conditions are not satisfied by the stated deadline(s), this Agreement shall automatically terminate without penalty, shall be null and void and neither Party shall have any obligations to the other under this Agreement.

1. Adoption of a resolution by the City Council of the City of Amarillo on or before January 15, 2018 approving the City’s obligation to provide funds sufficient to pay and satisfy all costs and obligations incurred by the MPEV Owner pursuant to this Agreement
2. on or before January 15, 2018, unless such date is extended by mutual agreement, Lessee shall have obtained all necessary and final approvals, which shall be irrevocable and in writing, from the League, NAPBL and/or the Commissioner of Major League Baseball (collectively, the “Baseball Authorities”), as applicable, for (a) the design of the MPEV and/or any other applicable portions of the Project, (b) the relocation of the Team to the MPEV, (c) this Agreement, and (d) such other approvals as are required by the Baseball Authorities with respect to the transactions contemplated by this Agreement. The date on which these approvals are due shall be automatically extended so long as Lessee has filed the requisite application (including all related documentation) with the Baseball Authorities and NAPBL confirms that the application is undergoing the approval consideration process.

(b) Initial Term; Construction Period and Occupancy Period. The initial term (“Initial Term”) of this Agreement shall commence on the Effective Date and shall, unless sooner terminated as provided in this Agreement, continue from the Effective Date until 11:59 p.m. on December 31, 2048. The Initial Term is comprised of the period (“Construction Period”) from the Effective Date through the Beneficial Occupancy Date, and the period (“Occupancy Period”) from the Beneficial Occupancy Date through the end of the Initial Term. Notwithstanding anything to the contrary in this Agreement, during the Construction Period Lessee shall have no rights of and obligations related to occupancy and use of the MPEV for Events.

(c) Renovation and Renovation Term.

1. No later than January 15, 2035, the MPEV Owner and the Lessee shall commence negotiations to determine and agree (or not agree), in the sole and absolute discretion of each of the Parties, on the schedule, scope, cost, plans and other terms of a plan (“Renovation Plan”) for renovation (“Renovation”) of the MPEV, including alterations, repairs, replacements, refurbishments and other improvements (collectively, “Renovation Improvements”) to the MPEV. As part of agreement on the Renovation Plan, appropriate agreements will be executed by and for the benefit of the Parties, including an

amendment of this Agreement (“Renovation Amendment”), to evidence and govern the implementation of the Renovation Plan and any associated agreements of the Parties. MPEV Owner advises the Lessee, and the Lessee acknowledges, that: (i) MPEV Owner is not obligated to agree to pay for any Renovation costs, and (ii) if the MPEV Owner does not have sufficient debt capacity or if the City Council determines not to pay any Renovation costs, then MPEV Owner will elect not to proceed with Renovation, the Renovation Term will not be added to the Term of this Agreement, and the Lessee shall be entitled to exercise the Early Termination Option. For avoidance of doubt, execution of this Agreement does not obligate MPEV Owner to encumber or spend the general funds of the MPEV Owner to pay for Renovation costs. General funds of the MPEV Owner are acknowledged to be subject to the control of the City Council or other governing authority of the MPEV Owner in existence from time to time, as provided by applicable law.

2. Renovation costs of \$15,000,000 or more are anticipated by the Parties as of the Effective Date. Renovation costs will be evaluated as part of negotiation of the Renovation Plan. The Renovation will be financed, developed, constructed and paid for by the MPEV Owner and shall cover any and all Renovation Improvements which may be necessary to ensure that the MPEV continues after the Renovation to meet or exceed the Minimum Standards and is generally equal to or better than Comparable Venues.
3. The Renovation Amendment will provide that, conditioned upon timely satisfaction of Renovation Milestones (defined below) and the other terms and conditions in the Renovation Amendment, the Term will be extended for a term (“Renovation Term”) commencing as of the Renovation Occupancy Date and continuing through December 31, 2058. Unless the Renovation Amendment otherwise provides, any portion of the Initial Term after the commencement of the Renovation Term shall become part of the Renovation Term and deleted from the Initial Term.
4. “Renovation Milestones” shall mean the following, which must be complete and satisfied as of the associated “Renovation Milestone Deadlines” set out below.

Renovation Milestone	Renovation Milestone Deadline [latest date for completion]
Renovation Plan – commencement of negotiations	January 15, 2035
Renovation Amendment – execution	November 15, 2035
Renovation Improvement Work Periods	September 15 – March 15, of each calendar year during the Renovation Construction Period.
Renovation Occupancy Deadline	January 15, 2038

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(d) Renovation Term Extension Options. This Subsection applies if the Renovation Term is added to the Term of this Agreement as provided above. Lessee shall have three (3) consecutive options, to be exercised in the Lessee's sole and absolute discretion, to extend the Renovation Term for five (5) years per option (collectively, the "Renovation Term Extension Options"). Accordingly, if Lessee exercises all three (3) options, one each five (5) years, then the Renovation Term would be extended for a total of fifteen (15) additional years. Each Renovation Term Extension Option must be exercised by the Lessee delivering written notice, or another form of notice then permitted under this Agreement, to the MPEV Owner no later than ninety (90) days prior to the then scheduled expiration date of the Renovation Term including any previously exercised extension options.

(e) Renovation Improvement Work Periods; Renovation Occupancy Deadline. The MPEV Owner shall work on the construction and development the Renovation Improvements (i) during the Renovation Improvements Work Periods, and (ii) prior to the Renovation Occupancy Deadline. At all other times during the Renovation Construction Period, notwithstanding whether any or all of the Renovation Improvements are fully or partially complete and/or incomplete, the MPEV Owner shall ensure that the MPEV shall be kept in a condition that will permit the Lessee to continue, in all material respects, to use and operate the MPEV for Events and for any other use or purpose permitted under the terms of this Agreement. If the MPEV Owner fails to fulfill its obligations under the immediately preceding sentence, or if the construction and development of the Renovation Improvements continues beyond any applicable Renovation Improvements Work Period or beyond the Renovation Occupancy Deadline, Lessee shall be entitled to (i) offset an amount equal to the Lessee's actual damages resulting from any portion of the MPEV which is rendered unavailable for use by the Lessee, against (ii) the Annual Rent and/or any other amounts which may become due and owing to the MPEV Owner under the terms of this Agreement.

(f) Early Termination Option (No Renovation Term). This Subsection applies only until the Renovation Term: is added to the Term of this Agreement; and timely commences no later than the Renovation Occupancy Deadline in accordance with the provisions of this Agreement. This Subsection no longer applies if and after the Renovation Term: is added to the Term of this Agreement; and timely commences no later than the Renovation Occupancy Deadline in accordance with the provisions of this Agreement. If the MPEV Owner fails to satisfy any Renovation Milestone by the associated Renovation Milestone Deadline, then Lessee shall have the option (the "Early Termination Option"), exercisable at any time thereafter in Lessee's sole and absolute discretion, to terminate the Term of this Agreement. The Early Termination Option must be exercised by Lessee delivering written notice (or another form of notice then permitted under this Agreement) to the MPEV Owner. The termination shall be effective as of the date specified by Lessee in such notice; provided, however, the termination effective date shall not be earlier than the later of (x) December 31, 2038, or (y) thirty (30) days after Lessee's delivery of its termination notice. As of the termination effective date, the Term of this Agreement shall expire as if the termination effective date were the date initially specified in this Agreement for expiration of the Initial Term; and neither party shall have any further rights or liabilities under

this Agreement that would have arisen or accrued if the Initial Term had not been terminated, except for those provisions which expressly survive the termination of the Term of this Agreement.

SECTION 3 – MPEV DEVELOPMENT AND COMPLETION

(a) MPEV Costs and Financing. The MPEV has a construction budget (“Construction Budget”), including all site preparation, hard and soft costs of \$45,540,000 (“Construction Budget Amount”).

MPEV Owner and Lessee acknowledge and agree that: (x) MPEV Owner intends to pay for the costs of the Project from sources determined by MPEV Owner including a hotel occupancy tax and a portion of the Annual Rent paid by the Lessee; and (y) execution of this Agreement does not obligate MPEV Owner to encumber or spend the general funds of the MPEV Owner to pay for costs associated with the MPEV. General funds of the MPEV Owner are acknowledged to be subject to the control of the MPEV Owner Council or other governing authority of the MPEV Owner in existence from time to time, as provided by applicable law.

Based upon preliminary plans, the Parties believe that the Project can be completed for such Construction Budget Amount and that the Construction Budget is adequate for completing the Project. Any cost savings obtained during construction (if achieved without detriment to the requirements of the Plans) shall inure to the benefit of the MPEV Owner. The Parties acknowledge that if the projected costs for the completion of the Project exceed the initial Construction Budget Amount based upon further estimates and analysis, then they will negotiate in good faith in an attempt to agree upon modifications to the Plans to keep the cost of the Project within the initial Construction Budget Amount.

In no event will the MPEV Owner be required to expend more than the Construction Budget Amount to complete the Project without its consent and unless any such excess expenditures are approved by the MPEV Owner in accordance with applicable legal requirements including (if required by applicable legal requirements) approval by the City Council. If the Lessee desires additions or modifications to the Plans that would add to the requirements of the Plans and cause the overall Project costs to exceed the Construction Budget Amount, then the Lessee will pay for such excess, but only to the extent that this Agreement is amended to evidence any such Lessee payment obligations.

(b) Development of the MPEV. The MPEV Owner shall develop the Project as a public work in accordance with the Development Requirements and the Plans, and such that, upon completion, the MPEV will have capacity sufficient to accommodate Seven Thousand (7,000) simultaneous Event attendees, with at least Four Thousand Eight Hundred (4,800) of such simultaneous Event attendees being provided with Fixed Seating, and be (i) of a quality that meets or exceeds that of the newest minor league professional baseball MPEVs in the region and that will meet or exceed the other standards and specifications established by the League and by Minor League Baseball for Class AA MPEVs, including, without limitation, the requirements of Rule 58 of the Minor League Facility Standards and Compliance Inspection Procedures regarding Standards for Minor League Playing Facilities and (ii) in accordance with the City of Amarillo and Texas purchasing law and other Applicable Laws (collectively, “Minimum Standards”).

The MPEV shall be reasonably energy efficient, based upon construction standards and practices at the time of its construction and the MPEV Owner will consider “green” solutions when economically and commercially viable or when otherwise reasonably requested by the Lessee. In order to ensure that the Project meets the foregoing and other Development Requirements, the MPEV Owner agrees to consult on an ongoing basis with Lessee on the design of the Project and, during the construction of the Project, Lessee shall be invited to participate in all meetings related to Project location, acquisition, design, planning and construction and shall have such approval rights over the construction and development of the Project as may be outlined under the terms of this Agreement, including the Development Requirements.

(i) The MPEV Owner has entered into an agreement with the Architect for professional, architectural design services related to the design of the MPEV. The MPEV Owner shall—in conjunction with the Lessee and subject to the review and approval of the Lessee and, if applicable, the Baseball Authorities, with such approvals to be granted or denied in such parties’ sole and complete discretion—oversee the Architect’s preparation of:

1. The conceptual design drawings for the MPEV, which shall, among other things, diagram the conceptual aspects of the design of the MPEV and associative amenities, including any applicable programmatic considerations. Upon final approval by the Lessee and, if applicable, the Baseball Authorities, such conceptual design drawings shall be hereinafter referred to as the “Concept Drawings”.
2. The schematic design drawings for the MPEV, which shall, among other things, conform in all material respects with, or be a logical extension of, the Concept Drawings. Upon final approval by the Lessee and, if applicable, the Baseball Authorities, such schematic design drawings shall be hereinafter referred to as the “Schematic Design Documents”.
3. The design development drawings for the MPEV. Such design development documents shall (a) include preliminary designs, materials and finish treatments for the MPEV, including landscaping, preliminary PP&E and Fixture specifications, drawings, and color boards, and (b) conform in all material respects to, or be a logical extension of, the Schematic Design Documents. Upon final approval by the Lessee and, if applicable, the Baseball Authorities, such design development drawings shall be hereinafter referred to as the “Design Development Documents”.
4. The construction documents for the MPEV. Such construction documents shall (a) include final designs, materials and finish treatment for the MPEV, including landscaping, concourse, Concession areas, kitchen areas, final PP&E and Fixture specifications, drawings, and color boards, and (b) conform in all material respects to, or be a logical extension of, the Design

Development Documents. Upon final approval by the Lessee and, if applicable, the Baseball Authorities, such construction document shall be hereinafter referred to as the "Construction Documents".

Without limiting the generality of the foregoing, each of the Schematic Design Documents, Design Development Documents and Construction Documents shall be at least the equivalent and otherwise meet or exceed the terms and requirements of "Schematic Design Documents", "Design Development Documents" and the "Construction Documents" which are commonly described and required to be produced by the Architect under the terms of the AIA B101 Standard Form of Agreement Between Owner and Architect.

(ii) The MPEV will be constructed by the MPEV Owner in accordance with the Plans and the approved Construction Budget. The MPEV Owner shall be solely responsible for selecting and engaging a general contractor and/or construction manager (in either event, hereinafter referred to as the "Contractor") and executing and entering into such other contracts, agreements, memoranda of understanding, or other instruments which may be necessary for the development and construction of the MPEV, including, without limitation, a construction contract with the Contractor (hereinafter, the "Prime Construction Contract"). The Prime Construction Contract will be a guaranteed maximum price contract and the Contractor shall be responsible for managing and controlling MPEV construction costs so as not to exceed a guaranteed maximum price. If reasonably requested by the MPEV Owner, the Lessee will consult with MPEV Owner regarding the selection of the Contractor, provided that the MPEV Owner shall remain solely responsible for the selection of the Contractor and the execution of the Prime Construction Contract.

(iii) In the event that the Project is not completed by the Beneficial Occupancy Date, the Prime Construction Contract shall provide that the Contractor will pay to the MPEV Owner, as liquidated damages, an amount sufficient to satisfy the MPEV Owner's obligations to the Lessee under Subsection 3(h) regarding the payment of liquidated damages to the Lessee for delayed delivery of the Project; provided, however, the failure of the Contractor to pay liquidated damages under the Prime Construction Contract shall not limit the obligations of the MPEV Owner under Subsection 3(h) or otherwise.

(iv) The MPEV Owner shall finance, pay and contract for the development of the Project, and be responsible for all work, construction and installation of all systems related to operation of the Project. Without limiting the foregoing, the Project will include those items, components and/or elements which are set forth on **Exhibit A** and identified therein as MPEV Components (hereinafter, collectively, the "MPEV Components"). The Parties agree that any excess of funds or uncommitted or unspent amounts previously designated for expenditure on the construction and development of the Project (which shall be a minimum of the Construction Budget Amount) shall be applied either to purchase or fund

additional or upgraded MPEV or related amenities or to the MPEV Capital Improvements and Maintenance Reserve.

(v) The MPEV Owner shall use commercially reasonable efforts to obtain, install and maintain, or to work with the Texas Department of Transportation to obtain, install and maintain, directional signage (including the MPEV name and logo) to the MPEV and/or MPEV Parking Areas on all nearby major highways and thoroughfares directing patrons to the MPEV and/or MPEV Parking Areas. The MPEV Owner shall be solely and completely responsible for providing proper ingress and egress to the Project.

(vi) The MPEV Owner represents warrants and covenants that the design, development and construction of the Project shall comply with all applicable local, state and federal laws, ordinances, codes and regulations, and the Project will be designed to comply with the Americans With Disabilities Act of 1990, as amended, and all other applicable local, state and federal laws, ordinances, codes and regulations.

(vii) Notwithstanding anything to the contrary contained in this Agreement and notwithstanding any review by Lessee of the design development and construction documents relating to the Project, MPEV Owner shall be solely responsible for the design and construction of the Project, and the compliance of all plans and specifications with all Applicable Laws and regulations, and Lessee shall have no responsibility or liability with regard to the safety, sufficiency, adequacy or legality thereof.

(viii) At no cost to Lessee, the MPEV Owner shall obtain and/or make all reasonable efforts to ensure as appropriate and commercially reasonable, that all permits, approvals and clearances (including all Utilities and connections therefor) are promptly obtained to assist in the timely completion of each phase of Project construction. The MPEV Owner, its employees or agents will obtain such building permits, signage, noise and light ordinance permits and/or clearances as necessary to alter street and traffic flow as per the Project plan and such other permits and clearances as may be required in order to complete the Project as contemplated hereunder.

(c) MPEV Signage. The MPEV Owner shall be responsible for the purchase and installation of a quality and quantity of video board, outfield wall ribbon boards for sponsorship sign displays, and marquee video entrance boards (collectively, the "Video Displays"), as necessary to (i) satisfy the rules and requirements of the Baseball Authorities, including, without limitation, the Baseball Rules, and (ii) provide Video Displays equal to or greater than the quality of those currently in existence at Comparable Venues; provided, however, such Video Displays shall meet at least the following minimum requirements: a minimum number of outfield wall ribbon boards, as determined by the parties upon completion of the Design Development Documents; and two (2) marquee video entrance boards.. The Video Displays shall include software and hardware necessary for operation and a minimum of three remote control cameras (and any such

other additional remote control cameras as may be required by the Baseball Authorities or available in Comparable MPEVs) to broadcast games on video boards and through cable TV.

(d) Fixtures and PP&E. The MPEV Owner shall be responsible for the costs necessary to equip and install any and all Fixtures which may be required for the Lessee's use and operation of the MPEV (and/or the MPEV Owner's use of the MPEV during City Events), including, without limitation, Video Displays, sound systems, lighting systems, piping and exhaust systems, air conditioning and heating systems, Utility systems, and any kitchen or catering equipment (including refrigerators, coolers or freezers) which may constitute Fixtures under the terms of this Agreement. The Lessee shall be responsible for the costs necessary to equip and install all portions of the PP&E which may be required by the Lessee for its use of the MPEV or during any Event held by the Lessee. The MPEV Owner shall be responsible for any additional PP&E (i.e., PP&E which is not otherwise provided by the Lessee for use during City Events) which may be required by the MPEV Owner during any City Events.

(e) Construction Commencement Date and Beneficial Occupancy. The MPEV Owner shall break-ground and commence construction of the MPEV not later than January 15, 2018. The MPEV Owner shall complete and make the Project available for Beneficial Occupancy no later than the Beneficial Occupancy Deadline of April 1, 2019. If certain parts of the Project are ready and meet satisfy the requirements for Beneficial Occupancy prior to others, Lessee may (but is not required to) take early occupancy of such areas if acceptable to the MPEV Owner; provided, however, such early occupancy of such areas by the Lessee shall not relieve the MPEV Owner of its obligation to deliver full Beneficial Occupancy of the Project to the Lessee by the Beneficial Occupancy Deadline. MPEV Owner shall use commercially reasonable efforts to ensure that the Lessee has access to and use of the MPEV's offices for the Team as early as practicable, with a target date of no later than February 1, 2019, and in any event no later than thirty (30) days prior to the Beneficial Occupancy Date. Following Substantial Completion, the Parties will agree upon a list of punch list items needing completion or correction and the MPEV Owner shall use reasonable efforts to promptly complete all such items prior to the date of final completion required under the Prime Construction Contract.

(f) Moving Expenses. Lessee, at its sole cost and expense, shall be responsible for all costs and expenses arising in conjunction with the relocation of Lessee's equipment from its current location to the MPEV.

(g) Deficiencies. The parties acknowledge and agree that additional improvements and modifications to the Project may be necessary after the Beneficial Occupancy Date to correct incomplete or inadequate work or other shortfalls in Project construction (each, a "Deficiency"). Lessee and the MPEV Owner agree to work together to identify the Deficiencies and to correct the Deficiencies in a prompt and efficient manner.

In this regard, upon notification by Lessee of a Deficiency, the MPEV Owner agrees to use commercially reasonable efforts to correct such Deficiency within fifteen (15) days of such notification. The MPEV Owner further agrees that work to correct such deficiencies shall not materially interfere with the staging of Events at the MPEV. If the MPEV Owner does not correct a Deficiency within fifteen (15) days of such notification (a "Delayed Deficiency"), or if Lessee determines in good faith that the Deficiency is of such an urgent nature that it must be

repaired in less than fifteen (15) days, then Lessee shall be entitled to correct such Deficiency upon prior notice to the MPEV Owner.

If necessary in order to preserve product or service warranties, Lessee shall use reasonable efforts to engage contractors from a pre-approved list of contractors provided by the MPEV Owner. Lessee shall invoice the MPEV Owner for the costs incurred in correcting such Delayed Deficiency, and the MPEV Owner shall reimburse Lessee from the MPEV Capital Improvements and Maintenance Reserve for such costs within forty-five (45) days of receipt of such invoice. If the MPEV Owner fails to fully reimburse Lessee within such forty-five (45) day period, then Lessee shall be entitled to offset such unreimbursed costs from subsequent MPEV Rent payments or other payments required under this Agreement.

(h) Lessee Remedies. MPEV Owner's covenant to have the Project available for Beneficial Occupancy no later than the Beneficial Occupancy Deadline is very important to Lessee. If the Project is not available for Beneficial Occupancy by the Beneficial Occupancy Deadline, Lessee will suffer damages, the actual amount of which would be impractical or extremely difficult to determine. The liquidated damages amount and provision below is a reasonable pre-estimate of what Lessee's monetary damages would be if the Project is not available for Beneficial Occupancy by the Beneficial Occupancy Deadline. MPEV Owner and Lessee agree that Lessee will receive and accept liquidated damages to compensate Lessee for any and all costs which may be incurred by the Lessee as a result of the delay in Beneficial Occupancy beyond the Beneficial Occupancy Deadline. Therefore, if the Project is not available for Beneficial Occupancy by the Beneficial Occupancy Deadline, then Lessee will have the following remedies. The MPEV Owner shall pay Lessee liquidated damages in the amount of \$100,000.00 per month, on the first day of each month beginning on April 1, 2019 (i.e., the Beneficial Occupancy Deadline) and recurring on the first day of each following calendar month during the Term, until either (i) the Lessee takes Beneficial Occupancy of the Project, or (ii) this Agreement is otherwise terminated as permitted hereunder. The Lessee shall have the right to offset any such liquidated damages against the Annual Rent or any other amounts which may become due and owing to the MPEV Owner hereunder. The Parties agree that MPEV Owner's failure to meet its obligations under Subsection 3(e) of this Agreement would result in significant financial and other harm to the Lessee and that such harm would be difficult to calculate with precision. Accordingly, MPEV Owner and Lessee agree that the amounts provided for in this Subsection 3(h) as remedies in the case of a violation of Subsection 3(e) of this Agreement constitute liquidated damages, and not a penalty, and such amounts are a reasonable estimate of damages that would occur in the event of such breach. If Beneficial Occupancy has not been achieved by ninety (90) days after the Beneficial Occupancy Deadline, Lessee shall have the right and option to terminate this Agreement.

Notwithstanding any liquidated damages contained in this Agreement, if the Project is not available for Beneficial Occupancy on or before the Beneficial Occupancy Deadline, or some later date as the Lessee may, in its sole discretion, subsequently permit, Lessee shall have the right to schedule its activities or events at another MPEV or Comparable Venue and Lessee's obligations pursuant to this Agreement shall be abated and suspended. If the Project becomes available for Beneficial Occupancy after the Beneficial Occupancy Deadline, Lessee shall make commercially reasonable efforts to move into the Project as soon as reasonably possible and convenient following the Beneficial Occupancy Deadline, subject, however to any arrangements

Lessee makes or has made to secure use of another MPEV or Comparable Venue during the period in which the Project is not available for Beneficial Occupancy, including if the arrangement for use of such other MPEV or Comparable Venue extends beyond the Beneficial Occupancy Date.

SECTION 4 – MPEV USE; MPEV PARKING AREAS

(a) Management of the MPEV.

MPEV Owner, as the owner of the MPEV, grants Lessee and agrees that Lessee shall have (i) an easement covering the MPEV Parking Areas (and any associated or underlying land) as necessary to ensure the Lessee's rights to access and use the MPEV Parking Areas as outlined in Section 4(c) below, and (ii) the exclusive rights to manage, occupy, use and operate the MPEV throughout the Term as set forth in this Agreement and as may be reasonably necessary to operate and manage the day-to-day business and/or athletic activities of the Team (including, without limitation, conducting regular Team practices at the MPEV, attending to the medical needs of the Team members, and facilitating the operation of the Team coaching staff), subject to and in accordance with the terms and provisions of this Agreement.

(b) Events. Lessee shall have the exclusive right to schedule and use the MPEV to play, stage or hold, any activities or Events as contemplated by this Agreement, including all activities incidental to such activities or Events, all without prior consent of, or interference by, MPEV Owner, except as provided in this Agreement with respect to City Events and Prohibited Uses.

(i) MPEV Owner reserves the right to use the MPEV for not more than twelve (12) non-commercial events ("City Events") each full calendar year after the Beneficial Occupancy Date (prorated for partial calendar years), provided that such events are of a community, charitable and/or civic nature and admission is free or a nominal charge. Lessee and MPEV Owner agree to reasonably cooperate in the scheduling of any City Events and any Home Game in which an MPEV Owner Suite will be required, each of which must (i) be on mutually agreeable dates, (ii) be consistent with the sound operation and maintenance of Comparable Venues, (iii) not conflict with any Event (including any Baseball Game) scheduled for the MPEV, or prevent the next Event scheduled for the MPEV or any planning or preparation of the MPEV which may be associated therewith, and (iv) not disrupt or damage the MPEV beyond routine wear and tear or maintenance requirements similar to the need for maintenance caused by Baseball Games. At the written request of MPEV Owner, given to Lessee at least one (1) month in advance of any applicable City Event, the Lessee will cover Applicable City Event Signage during the applicable City Event. Lessee's costs in connection with covering and uncovering Applicable City Event Signage shall be paid by MPEV Owner to Lessee within thirty (30) days of demand by Lessee. As used in the immediately preceding sentences the term "Applicable City Event Signage" shall mean signage located in the MPEV (e.g., billboards, scoreboards, video boards, and concourse signage) that (x) displays advertising for alcoholic beverages, and (y) is at least 15 square feet or greater in area.

(ii) Lessee shall, to the extent reasonably required given the non-commercial nature of the City Event, operate the MPEV for each City Event, in a manner similar to Lessee's operation of the MPEV for a Baseball Games. MPEV Owner shall reimburse Lessee for all expenses related to the City Event within thirty (30) days of written demand. If the MPEV Owner fails to timely reimburse the Lessee, the Lessee shall be entitled to offset such amounts from any payments (including payments of Annual Rent) which may become due and owing to the MPEV Owner.

(iii) The Lessee shall not use, or permit the use of, the MPEV for (i) any use that creates, causes, maintains or permits any public or private nuisance in, on or about the MPEV, including, without limitation, the emanation of obnoxious or offensive odors or fumes, or the excessive accumulations of garbage, trash, rubbish or any other refuse; (ii) the sale or display of any pornographic material or material which is obscene under standards set forth in any Applicable Laws, or the operation of any store or other facility, a principal or significant portion of the business of which is sexually oriented business; (iii) the sale or display of any lewd or immoral sign or advertisement, including any sign or advertisement that promotes lewd or immoral activities, including sexually immoral activities; (iv) the sale of paraphernalia or other equipment or apparatus which is used primarily in connection with the taking or use of illegal drugs (or their equivalent); (v) the public display or public or private sale of guns and other weapons, ammunition, or explosives other than fireworks, with such permits as may be required by Applicable Law (vi) a warehouse (but any area for the storage of goods necessary or desirable for the operation of the MPEV shall not be deemed to be a warehouse); (vii) any assembly of goods, manufacture, distillation, refining, smelting or other industrial or commercial agricultural operation or use; (viii) a waste disposal site; or (ix) any purpose that violates any Applicable Law (collectively, "Prohibited Uses"). Provided, however, to the extent Lessee is not authorized to prohibit the defined "Prohibited Uses" in accordance with Applicable Law (e.g., to the extent current or future Applicable Laws do not authorize Lessee to prohibit guns at the MPEV), such otherwise Prohibited Uses shall not constitute Prohibited Uses for purposes of this Lease.

(c) MPEV Parking Areas. The MPEV Parking Areas and the operation, maintenance and use of the MPEV Parking Areas shall at all times comply with the terms and requirements of **Exhibit C**, in addition to the other terms and requirements of this Agreement and this Subsection 4(c).

(i) MPEV Reserved Parking. At least sixty (60) parking spaces (the "MPEV Reserved Parking") shall be located directly on the MPEV Land or within two hundred (200) feet of the footprint of MPEV. The MPEV Reserved Parking shall be solely operated and controlled by Lessee and Lessee shall have sole and exclusive use of such MPEV Reserved Parking during the Term, including during any and all Events, at no additional cost to the Lessee. Lessee shall, in its sole and complete discretion, be entitled to restrict the use of the MPEV Reserved Parking to any persons, entities or parties of its choosing and to remove or restrict any non-permitted parties from accessing and/or utilizing the MPEV Reserved Parking.

Lessee shall have the exclusive right to determine the amount of any parking fees or other amounts charged for MPEV Reserved Parking, if any, and the Lessee shall retain any and all Gross Revenues generate from the MPEV Reserved Parking, if any.

(ii) Surface Parking Area.

1. No later than February 1 of each calendar year, MPEV Owner and Lessee shall meet, consult with each other, and consider each other's comments, regarding parking fees for the Surface Parking Area. No later than February 15 of each calendar year, the MPEV Owner shall (i) determine and advise Lessee of the parking fees to be charged by City for the Structured Parking Area during the Event Parking Window for that year, and (ii) either designate the MPEV Owner or designate the Lessee as the Party responsible for the operation and management of the Surface Parking Area (the "Parking Manager") for that year. Following such designation, the Parking Manager shall be solely responsible for the operation and management of the Surface Parking Area during the Event Parking Window for all Events during the applicable calendar year. For any such Event Parking Window, the Parking Manager shall determine the amount of any parking fees charged with respect to the Surface Parking Area; provided, however, such fees shall at all times be no less than sixty-five percent (65%), and no more than eighty percent (80%), of the parking fees determined and charged by the MPEV Owner with respect to the Structured Parking Area.

2. With the exception of City Events, Lessee shall have the exclusive use of all Surface Parking Area for all Events at the MPEV. For all City Events, MPEV Owner shall have the exclusive use of all Surface Parking Area.

(iii) Structured Parking Area.

1. The Structured Parking Area shall be managed, operated and controlled by the MPEV Owner, at its sole cost and expense.

2. With respect to the Structured Parking Area, the MPEV Owner shall have the exclusive right to determine the amount of the parking fees charged during the Event Parking Window for any Event. Provided, however, and as set forth above with respect to the Surface Parking Area, (i) MPEV Owner shall consult with Lessee and consider Lessee's comments prior to setting such parking fees, and (ii) MPEV Owner shall charge not less than \$7.00 per parking space within the Structured Parking Area during the Event Parking Window for each Event. Provided, further, that the MPEV Owner shall not establish fees with respect to any spaces available for public use in the Structured Parking Area that are ten percent (10%) or more higher than parking fees charged for similarly situated parking facilities, at similar events, at Comparable Venues. The MPEV Owner covenants to make 100%

of the parking spaces (at least 1000 spaces) within the Surface Parking Area, and 100% of the parking spaces (at least 60 spaces) within the MPEV Reserved Parking, and at least 320 spaces available to the general public within the Structured Parking Area (each being a "Required Parking Threshold") during the Event Parking Window for each Event throughout the Term. Furthermore, all parking spaces within the MPEV Parking Areas shall be in compliance with Applicable Laws and in conformity with any Baseball Rules regarding parking. If, at any time, the MPEV Owner becomes aware that there will not be sufficient parking spaces within any portion of the MPEV Parking Areas to meet any of the Required Parking Thresholds during any Event or as otherwise required under the terms of this Agreement, then the MPEV Owner shall immediately notify the Lessee of such unavailability and make accommodations to replace any affected parking spaces as necessary to meet all applicable Required Parking Thresholds in time for any applicable Event. Such replacement parking spaces shall be no more than 1,600 feet from the MPEV, be in compliance with Applicable Laws, and be in conformity with any Baseball Rules regarding parking. MPEV Owner shall make reasonable accommodations to ensure the safety and security of Event attendees traveling to and from the replacement parking spaces and the MPEV.

2. If, within two (2) days prior to any applicable Event, the MPEV Owner has not been able to make necessary accommodations to replace any unavailable parking spaces and ensure that all Required Parking Thresholds shall be met in time for the applicable Event, then, in addition to any other remedies provided to the Lessee at law or in equity:
 - (A) The Lessee may, but shall not be obligated to, locate and acquire appropriate replacement parking for any unavailable parking spaces as necessary to meet the Required Parking Thresholds, and the Lessee shall be entitled to reimbursement from the MPEV Owner for any costs incurred by the Lessee in regard to locating or acquiring (or its attempts to locate and acquire) such replacement parking spaces. Furthermore, the Lessee, in its sole discretion, shall be entitled to offset any such reimbursable amounts against Annual Rents or any other amounts which may become due and owing to the MPEV Owner under the terms of this Agreement; and
 - (B) The Lessee shall be entitled to offset an amount equal to Lessee's actual damages resulting from any unavailable parking space against the Annual Rent and/or any other amounts which may become due and owing to the MPEV Owner under the terms of this Agreement.

3. If, for seven (7) or more Baseball Game Events in any calendar year, the number of parking spaces in the Surface Parking Area available for parking in accordance with this Agreement is less than 80% (800 spaces) of the minimum Required Parking Threshold (1000 spaces), then, in addition to any other remedies provided to the Lessee at law or in equity, the Annual Rent for that year will be reduced by \$100,000.00. Lessee may offset that amount against future payments of Annual Rent or any other amount which may become due and owing to the MPEV Owner under this Agreement.

(d) MPEV Coordinators. The Lessee and MPEV Owner each shall appoint an individual ("MPEV Coordinator") with responsibility to collaborate and coordinate use of and other matters relating to the MPEV as contemplated by this Agreement.

(i) The MPEV Coordinators will meet at such times as other may reasonably request to address matters related to the MPEV and this Agreement. Examples of matters the MPEV Coordinators may address include: (i) construction matters, including requests for approvals of change orders and other matters related to construction of the MPEV; (ii) MPEV maintenance, repair and restoration; (iii) requests by either Party that the other Party make expenditures not previously approved pursuant to this Agreement and applicable law; and (iv) Event scheduling, including any schedule changes and schedule conflicts that may arise.

(ii) Each MPEV Coordinator will recommend actions to be taken by its appointing Party, but final action must be taken by an authorized signatory of the Party taking the action. Generally, the Lessee's authorized signatory is its president or managing member, and the MPEV Owner's authorized signatory is its City Manager. However, with respect to actions requiring approval of the Amarillo City Council, the City Manager shall obtain such approval in accordance with and as and to the extent necessary pursuant to applicable legal requirements, prior to taking such actions.

(iii) The MPEV Coordinators shall generally be appointed for a calendar year term, but either Party may replace its MPEV Coordinator at any time by written notice to the other. Additionally, each MPEV Coordinator may by written notice to the other designate an individual to be responsible for one or more particular functions, with the goal that each Party will have one or more individuals acting on its behalf with appropriate experience and expertise.

SECTION 5 – ANNUAL RENT

(a) Annual Rent. Lessee shall pay annual rent ("Annual Rent") for 2019 and each subsequent calendar year during the Initial Term, in the amount of Four Hundred Thousand (\$400,000) Dollars, except that if the Beneficial Occupancy Date is after April 1, 2019, then the Lessee shall be entitled to offset, against Annual Rent, any amounts which may become due and owing to the Lessee under the terms of Subsection 3(h).

(b) Payment and Allocation of Rent. The Annual Rent is based on each calendar year period and Annual Rent shall be payable by Lessee each year in three (3) separate installment payments, in part to MPEV Owner and in part to the MPEV Capital Improvements and Maintenance Reserve as described in this Agreement including Section 10 below. Installments of one-third (1/3) of the Annual Rent shall be due and payable no later than April 15, July 15, and October 15 of each applicable year. For each \$400,000 of Annual Rent, \$175,000 shall be delivered to MPEV Owner and \$225,000 shall be deposited in the MPEV Capital Improvements and Maintenance Reserve. For any installment or payment of Annual Rent that is other than \$400,000, such Annual Rent shall be paid and allocated in the same ratios to MPEV Owner (175/400) and the MPEV Capital Improvements and Maintenance Reserve (225/400). Annual Rent, and any other amounts payable by the Lessee based on a calendar year, shall be prorated on a daily basis with respect to any year in the Term or any obligation to pay such Annual Rent or other amounts that is based on other or less than a full calendar year from January 1 through December 31.

SECTION 6 – MPEV REVENUES

(a) Events. Unless expressly stated otherwise herein, for any and all Events at the MPEV, Lessee shall receive and retain any and all Gross Revenues, including the Gross Revenues described in this Section 5.

(b) Suites. The MPEV shall include the Suites, which shall be considered MPEV Components and described in **Exhibit A**. Lessee shall have the right to use, or to lease or license to third parties the right to use, all Suites during all Events held in the MPEV. Lessee shall be entitled to receive and retain all Gross Revenues from the lease or license of the Suites during all Events. Lessee shall have and is hereby given the sole and exclusive right to grant use and occupancy rights to any third parties in and to all Suites that are built as a part of the MPEV, on such terms and for such fees or rentals as the Lessee may determine in its sole discretion. Lessee shall collect all fees, rentals or other Gross Revenues derived therefrom. MPEV Owner hereby agrees to recognize the rights of third parties to whom the Lessee grants such use and occupancy rights, and agrees not to disturb or interfere with the exercise of such use and occupancy rights. Without limitation, MPEV Owner shall not use or allow others to use enclosed Suites during City Events. Enclosed Suites may not be used by any party without express permission from Lessee.

(c) City's Use of Event Seating Inventory. Lessee agrees that it shall, from time to time, provide the City with access to seating inventory for Events and Baseball Games. Lessee will make all reasonable efforts to accommodate City's requests for access to, and use of, various seating inventory to enhance the City's efforts to promote and support the City's interests.

(d) Parking.

(i) Structured Parking Area and Street Parking. The City shall control access to and be entitled to receive 100% of the revenues from the Structured Parking Area and

Street Parking, including any revenue derived from the Structured Parking Area and Street Parking during or in connection with any Event.

(ii) Surface Parking Area. Revenue from the Surface Parking Area during or for the Event Parking Window for any Event shall be shared by MPEV Owner and Lessee as follows.

1. If the Lessee is the Parking Manager, the Lessee shall retain all 100% of the Surface Parking Area revenue.

2. If the MPEV Owner or its designee is the Parking Manager, the MPEV Owner shall pay or cause the Parking Manager to pay 85% of all Surface Parking Area revenue to the Lessee, as further described below.

3. Parking Manager shall report Surface Parking Area revenue to the MPEV Owner and the Lessee the day after each Event, and Parking Manager shall pay to the MPEV Owner (if MPEV Owner is Parking Manager) and the Lessee their respective shares of Surface Parking Area revenue for any applicable calendar month no later than five days after the end of each applicable calendar month.

4. The Party designated as the Parking Manager shall bear all costs and expenses associated with operation and management of the Surface Parking Area during the Event Parking Window, including all costs associated with staffing and post-Event cleaning of the Surface Parking Area.

(e) Concessions. Lessee or an affiliated or designated entity shall have the exclusive right during the term to operate and sell Concessions at all Events held at the MPEV. Such right shall include the right to contract with a third-party to operate and sell Concessions at all Events held at the MPEV during the Term. Lessee shall receive all Gross Revenues derived from Concessions sales at all Events. Lessee is hereby granted MPEV Owner's permission to post signs in appropriate locations in the MPEV which shall state that patrons are prohibited from bringing any food, beverages, beverage containers or alcoholic beverages into the MPEV.

(f) Alcohol. Consistent with state laws and the provisions of this Agreement, Lessee or its designee has exclusive rights to sell alcoholic beverages after obtaining all appropriate licenses and permits or otherwise arranging for the legal sale of alcohol at the MPEV for all Events. If Lessee chooses to designate an outside vendor for the sale of alcohol, only a vendor licensed by the appropriate authority will be allowed to serve alcohol. Lessee and the MPEV Owner agree that the use of alcohol in the MPEV shall be in accordance with all laws and applicable rules and regulations of the Baseball Authorities (including, without limitation, the Baseball Rules) and any other applicable governing body. The MPEV Owner agrees to assist the Lessee in obtaining and retaining such permits and licenses, provided, however that the MPEV Owner shall not be required to expend any fees for such permits and licenses. If at any time Lessee, through no fault of its own, and due to an act or omission of the City, is unable to obtain or continue a license for the sale of alcohol, beer and/or wine under applicable law and regulation, Lessee shall have the

right upon written notice to MPEV Owner to require a renegotiation of the Annual Rent that will compensate Lessee for profits lost thereon.

(g) Pricing. Lessee shall have the sole, exclusive and absolute authority to set the prices of all Concession, tickets, merchandise, advertising, branding and any other revenue generating activities which may be conducted in, at or in relation to the MPEV.

(h) Quality. All concessionaires and Concession services permitted under this Agreement shall be of a quality and commensurate with industry standards prevailing in Comparable Venues. Lessee shall provide and require concessionaires and Concession services to be in a sufficient number. Concession personnel shall be attired in clean uniforms that are commensurate with industry standards prevailing in Comparable Venues and shall be properly trained and supervised so that they are aware of the high standards of cleanliness, courtesy and services required by Lessee. Lessee shall maintain industry standards of cleanliness and all drinks, confections and other items sold or kept for sale will conform in all respects to Applicable Laws. No food or drinks shall be offered for sale if spoiled, of poor quality or otherwise unfit for consumption, and any such items shall be removed by Lessee from any food preparation or service areas.

(i) MPEV and Other Naming Rights. During the Term, Lessee shall have the exclusive rights to designate the official name and logo of the MPEV and all portions and/or elements (e.g., without limitation, the field, MPEV entertainment clubs, concourses and/or banquet facilities) thereof and to market and sell the same (collectively "Naming Rights") and to receive all Gross Revenues derived therefrom. The MPEV Owner will cooperate with Lessee in good faith as requested by Lessee in furtherance of Lessee's effort to market and sell the Naming Rights. Lessee shall designate placement of any and all fixed exterior naming signage facing outside or away from the MPEV, with such signage to be paid for by the MPEV Owner. MPEV Owner hereby grants to the Lessee the sole and exclusive right to designate the Naming Rights of the MPEV during the Term, subject to the MPEV Owner's prior approval of such MPEV name only, which approval shall not be unreasonably withheld, conditioned or delayed. The Lessee shall have the right to enter into certain agreements with third parties ("Naming Rights Agreements") during the Term, conferring the Naming Rights, or portions thereof, to such third parties ("Naming Rights Partners"), on such terms and conditions as the Lessee may determine, in return for certain fees and other benefits which shall be received and retained by the Lessee. MPEV Owner agrees to fully cooperate with Lessee in effectuating such Naming Rights Agreements, including, but not limited to, joining in such Naming Rights Agreements for the limited purpose of recognizing the rights of such third parties, but without receiving any revenue therefrom, provided, however, that the MPEV Owner shall not be required to incur any costs or expenses in the negotiation or performance, other than the foregoing obligation of MPEV Owner, of any such agreement relating to such Naming Rights.

(j) Advertising; Sponsorship. Lessee shall have sole and exclusive rights to sell advertising and sponsorships for all areas of the MPEV based on the rules and regulations (including, without limitation, the Baseball Rules) of the Baseball Authorities' for sponsorships including, but not limited to, fixed and rotational scoreboard signage, signage outside the MPEV, outfield wall signage, scoreboard advertising, concourse signage, signage or advertising in Suites and all pre-game, in-game, post-game and Team sponsorships, including game night promotions, interactive fan games and contests, and all giveaway promotions. To the extent permitted by applicable code

of the City of Amarillo, the MPEV Owner will permit Lessee to install advertising signs on the exterior or interior of the MPEV walls. Lessee shall be entitled to receive all Gross Revenues derived from advertising and sponsorship sales for the MPEV and for all Events.

(k) Merchandise. Lessee or its assignees shall have the sole and exclusive rights to sell Merchandise and shall receive all Gross Revenues received from such sales of Merchandise.

(l) Media. Lessee shall possess and retain sole and exclusive ownership and control, and retain the exclusive right to broadcast via television, radio, internet or other medium, all Events, or to sell such rights, including, but not limited to, broadcast rights, on-air advertising and sponsorships associated with MPEV or Events. Lessee shall receive all Gross Revenues derived therefrom or from the staging of Events.

(m) Branding and Other Rights. Lessee shall possess and retain sole and exclusive branding and other rights in, at or related to the MPEV and receive all Gross Revenues derived therefrom.

(n) Games and Contests. Lessee shall have the sole and exclusive right to charge admission, participation and related fees and charges in connection with the operation and staging of other activities (including, without limitation, raffles, arcade games, children's activities, and concourse side shows, attractions and amusements) at the MPEV during all Events. Lessee shall receive all Gross Revenues derived from such other activities at all Events during the Term.

(o) All Other Revenues. Unless expressly stated otherwise above, Lessee shall receive all other Gross Revenues derived from the use, operation or management of the MPEV including arising from any and all Events.

SECTION 7 – PUBLIC SAFETY

(a) Public Safety. MPEV Owner agrees to provide support at all Events at the MPEV with the physical presence of fire equipment and such other personnel and equipment as may be necessary for ensuring (i) the safety of fireworks presentations, (ii) the general safety and security of Event attendees and of pedestrian traffic traveling between or to and from the MPEV Parking Areas and/or the MPEV, and (iii) the provision of offsite traffic control and the safe ingress and egress of vehicles and pedestrian traffic which may be entering and exiting the MPEV and/or the MPEV Parking Areas (collectively, "Public Safety"). MPEV Owner acknowledges the importance to Lessee of being able to exhibit fireworks at certain (not all) Events and/or Baseball Games at the MPEV. Lessee is responsible for obtaining all necessary permits and licenses for the exhibition of fireworks displays at any applicable Events. Lessee is also responsible for providing security staff within the MPEV as Lessee determines to be necessary in connection with any Events. As part of the security staff for each Event, Lessee shall include at least two (2) Certified Law Enforcement Officers.

(b) Security Systems. Security systems for the MPEV shall be provided in accordance with this Agreement. The MPEV Owner shall equip the MPEV with, and at all times maintain, an adequate alarm system and shall install and at all times maintain sufficient monitoring devices, including security cameras, at and inside the MPEV.

SECTION 8 – EVENT EXPENSES

(a) Lessee Obligations. Unless stated otherwise herein, Lessee at its sole cost and expense shall be responsible for the following costs and expenses incurred in connection or associated with all Events: (i) staffing levels and expenses for Lessee’s employees and contractors; (ii) ticket takers, players and staff, and ushers; (iii) housekeeping, sanitation and other pre-Event, in- Event and post-Event clean-up, such as trash pickup, pressure washing and restroom cleaning; and; (iv) all other reasonable and customary expenses associated with conducting or staging Events, other than as described in Section 7 (Public Safety) above.

(b) MPEV Owner Obligations. The MPEV Owner, at its sole cost and expense, shall be responsible for the following costs and expenses incurred in connection or associated with all Events: (i) all costs and expenses incurred in connection with or associated with Public Safety in all areas in and around the Project in accordance with Section 7; (ii) all costs or expenses referenced as MPEV Owner obligations elsewhere in this Agreement.

SECTION 9 – UTILITIES

(a) Obligations of Parties. After the Beneficial Occupancy Date, Lessee shall be responsible for the cost of consumption of Utilities at the MPEV. MPEV Owner shall be responsible for all Utility consumption costs during construction and development of the Project and prior to the Beneficial Occupancy Date. Furthermore, the MPEV Owner shall be responsible for any costs related to ensuring the availability and connection of all Utilities at the Project, including, without limitation, any Utilities which may be required at the Project during the construction and development of the Project. Finally, the MPEV Owner shall, upon the request of the Lessee and using funds (to the extent available) in the MPEV Capital Improvements and Maintenance Reserve, pay for the installation and connection of any additional Utilities, and/or upgrade of existing Utilities, in order to ensure that the Utilities utilized by the MPEV keep pace with advances in technology and remain comparable to the utilities which may be provided or used in connection with Comparable Venues.

SECTION 10 – MAINTENANCE AND CAPITAL EXPENDITURES; MPEV CAPITAL IMPROVEMENTS AND MAINTENANCE RESERVE

(a) Maintenance, Generally. The Parties shall perform and pay for maintenance tasks and capital improvements in accordance with this Section.

(b) Lessee’s Cleanliness Responsibilities. Lessee shall keep the non-structural, interior portions of the MPEV in good and clean condition; provided, however, Lessee shall have no obligation to perform capital maintenance or make any capital replacements of any portion of the MPEV.

(c) MPEV Owner’s Other Responsibilities. MPEV Owner shall be responsible for the general, year-round maintenance (including capital maintenance) of (i) all structural elements of the Project, which shall include any and all infrastructure and fixtures related to or necessary for the appropriate operation of the Utilities, lighting, sound equipment and other Fixtures, but not including the Video Display which for which general day-to-day maintenance and upkeep shall be addressed by Lessee in accordance with Subsection 10(g) below, and (ii) the exterior portions of the Project, including but not limited to snow and ice removal, exterior lighting (which must,

at all times, meet the lighting standards and requirements set by the Baseball Authorities), tenting, cleaning Project exterior and repair of roofs and downspouts, and painting of exterior walls and other exterior surfaces, plumbing, HVAC, electrical systems, exterior doors, walls, and fencing, foundations, access roads, and underground utilities. The MPEV Owner will, in consultation with Lessee, winterize the Project and prepare it for spring each year, as needed.

(d) Maintenance Plan. Annually during the month of October, the Lessee shall deliver and submit to MPEV Owner, and within 30 days after delivery the MPEV Owner shall approve (which approval shall not be unreasonably withheld, delayed or conditioned, and shall be deemed given if no objections are provided within such 30 day period) a plan for the maintenance of the Project. The plan shall include estimated and anticipated costs to be incurred and responsibility for and sources of payment including, to the extent applicable, the MPEV Capital Improvements and Maintenance Reserve.

(e) Landscaping. MPEV Owner shall be responsible to install and maintain landscaping outside the MPEV in accordance with the Construction Documents prepared by the Architect and as necessary to ensure that the landscaping outside of the MPEV is of comparable quality to Comparable Venues. The MPEV Owner shall maintain in good condition all landscaping and planting areas at the MPEV, any pruning, weeding, and fertilization as necessary to ensure that the plantings remain healthy and attractive.

(f) Playing Field. Lessee shall be responsible for the maintenance and upkeep of the surface of the baseball playing field, including any routine drainage maintenance and any tarpaulins for the field. MPEV Owner (and not Lessee) shall be responsible for the costs of maintenance and upkeep of any and all lighting, sound systems, Video Displays or other Fixtures which may be associated with the playing field. The Parties shall maintain the baseball playing field so that it meets all League and Minor League Baseball requirements, as in effect from time to time. If Lessee determines after reasonable consultation with the MPEV Owner that the baseball playing field or surface needs to be replaced, the MPEV Owner will deposit the funds necessary for replacement into the MPEV Capital Improvements and Maintenance Reserve.

(g) Video Displays. Lessee shall be responsible to operate the Video Displays including installation of any software upgrades and future releases to support the same. Lessee shall perform or contract for, Video Display maintenance and upkeep including hardware and software support and maintenance, but Lessee shall not be responsible to pay for Capital Expenditures related to Video Displays.

(h) Improvements. Except as otherwise provided in this Agreement, the MPEV Owner is responsible for all improvements and or modifications to the Project required in order to ensure compliance with the Baseball Rules, and any other rules and requirements of the Baseball Authorities, and the City of Amarillo's fire prevention code or other applicable code or law.

(i) Maintenance and Capital Expenditures. The MPEV Owner covenants that throughout the Term MPEV Owner will cause the Project to remain at or above the Minimum Standards and comparable to or better than Comparable Venues. Without limiting the generality of the foregoing, the MPEV Owner, at its sole cost and expense shall pay or cause to be paid (including through the MPEV Capital Improvements and Maintenance Reserve to the extent agreed by

MPEV Owner and Lessee) all costs and expenses for “Capital Expenditures” at or for the MPEV, which shall mean and include the following: (i) labor and materials required to restore and/or replace, when necessary, all structural components or parts of the MPEV, including, but not limited to, all foundations, footings, structural members, piers, columns, walls, roofs, ramps and steps; (ii) labor and materials required to restore and/or replace, when necessary, all integral components or parts of the MPEV and/or MPEV Land, including, but not limited to, parking lots and access road surface and curb repairs, parking lot and access road lighting installations including towers, poles, wires and conduits and light towers; (iii) replacement or refurbishment and/or overhaul of the HVAC, plumbing, electrical, water, sewerage, security (fire and theft) systems and all fixtures and equipment; (iv) replacement of cracked and/or disintegrated concrete, broken pipes, floor drains, traps and associated piping, leaking roofs and/or ceilings; (v) replacement of seats and seat standards, cup holders and other integral components of the seating areas of the MPEV; (vi) replacement of all walls and fencing, including the outfield walls, interior walls, and other exterior and perimeter fencings; (vii) replacement of the Video Displays, sound system and public address system; (viii) replacement of all electrical systems, including risers, panels, disconnects, transformers, circuit boards, main switches and overload protection and control hardware; (ix) replacement of the playing surface of the MPEV;; and (x) any other item to which the parties mutually agree.

(j) Identification of Capital Expenditures. Lessee from time to time (including in conjunction with delivery of the annual maintenance plan) may deliver to and request approval from MPEV Owner of a list of proposed Capital Expenditures identified by Lessee as necessary or appropriate for the MPEV, including in reasonable detail the scope and anticipated cost thereof. MPEV Owner shall not unreasonably withhold, condition or delay its approval of the Lessee’s proposed Capital Expenditures, and within thirty (30) days after Lessee’s delivery of the list MPEV Owner shall provide any objections to Lessee. If MPEV Owner does not object within such thirty (30) day period, MPEV Owner shall be deemed to have approved Lessee’s proposed Capital Expenditures. If Lessee identifies a Capital Expenditure that Lessee reasonably determines must be made to avoid, mitigate or terminate an Emergency, Lessee shall have the right to notify MPEV Owner of and to commence and complete the Capital Expenditure. In connection with any such Capital Expenditure, Lessee shall have the right (without limitation of any other rights Lessee may have) to pay for the Capital Expenditure by (i) using funds available in the MPEV Capital Improvements and Maintenance Reserve, or (ii) offsetting any Capital Expenditure costs incurred by Lessee against future payments of Annual Rent or any other amount which may become due and owing to the MPEV Owner under this Agreement.

(k) MPEV Capital Improvements and Maintenance Reserve. Lessee shall establish, maintain and use the MPEV Capital Improvements and Maintenance Reserve for Capital Expenses and to help address the long term capital needs of the MPEV, as provided in this Agreement. The primary purpose of the MPEV Capital Improvements and Maintenance Reserve shall be to ensure that the MPEV remains a minor league baseball facility which is comparable or superior in all material respects to Comparable Venues located throughout the region, and an asset to the MPEV Owner and the surrounding community for the Term of this Agreement. Each year after the Beneficial Occupancy Date, Lessee shall contribute Two Hundred Twenty-Five Thousand and No/100 (\$225,000.00) Dollars to the MPEV Capital Improvements and Maintenance Reserve, which amount shall be taken and deducted from the Lessee’s Annual Rent payments as provided for in Subsection 5(b). Notwithstanding the foregoing, if and to the extent the costs of

Capital Expenditures incurred pursuant to this Agreement exceed funds available in the MPEV Capital Improvements and Maintenance Reserve, then MPEV Owner shall remain responsible for the full cost of all such Capital Expenditures. However, execution of this Agreement does not obligate MPEV Owner to encumber or spend the general funds of the MPEV Owner to pay for Capital Expenditures. General funds of the MPEV Owner are acknowledged to be subject to the control of the City Council or other governing authority of the MPEV Owner in existence from time to time, as provided by applicable law.

SECTION 11 – DAMAGE AND DESTRUCTION

(a) Damage and Destruction. If the Project or any part thereof is wholly or partially damaged or destroyed, the MPEV Owner shall, at its expense, promptly commence and diligently complete the restoration of the Project (or applicable portion thereof) to substantially the same condition as it was in immediately prior to such damage and destruction. The MPEV Owner shall use commercially reasonable efforts to schedule the time for and organize all repair and restoration activities to facilitate Lessee’s scheduled Events at the MPEV to the extent feasible, and the MPEV Owner agrees to consult with Lessee on all such MPEV Owner decisions. Should the Project or any part thereof be made untenable for Lessee as a result of such damage or destruction, then the Annual Rent (and/or any other amounts which may otherwise become due and owing by Lessee to the MPEV Owner under the terms of this Agreement), or a fair and just proportion thereof, according to the nature and extent of the destruction sustained, shall be abated until the Project is restored.

(b) Temporary Facility. If the Project or a material portion thereof becomes unavailable on a temporary basis by reason of either partial damage or destruction or repair or restoration, or for any other reason, the MPEV Owner shall use commercially reasonable efforts to assist Lessee in locating a temporary facility in which Lessee may hold scheduled Events in Lessee’s discretion.

SECTION 12 – INSURANCE

(a) MPEV Operations Insurance. Lessee shall, commencing as of the Beneficial Occupancy Date and continuing throughout the Term of this Agreement, obtain and maintain (i) public liability coverage, including personal injury liability, liquor liability, and contractual liability, on a commercial general liability form, the specific limits of which shall be Two Million Dollars (\$2,000,000) per occurrence and the aggregate limits of which shall be Three Million Dollars (\$3,000,000) combined single limit (CSL) per occurrence, and shall include bodily injury, property damage liability, and personal and advertising injury; (ii) automobile coverage with liability limits of One Million Dollar (\$1,000,000) combined single limits (CSL) per accident and include bodily injury and property damage liability; (iii) a general umbrella liability “follow form” policy with limits of at least Five Million Dollars (\$5,000,000); and workers compensation coverage to protect Lessee’s permanent and temporary employees (“MPEV Operations Insurance”). Lessee will name the MPEV Owner as an additional insured and will provide certificates of insurance or copies of policies upon request.

(b) Lessee’s Property Insurance. Lessee shall, commencing as of the Beneficial Occupancy Date and continuing throughout the Term of this Agreement also, at its sole expense, maintain property or contents insurance on all personal property within the MPEV that are owned by

Lessee, in a so-called "all risk" form (with standard named peril exceptions) on a full replacement cost basis, and any business interruption insurance.

(c) Construction Period Insurance. During the Construction Period, and thereafter until all MPEV Owner's construction responsibilities and activities are completed, MPEV Owner shall at all times maintain, or cause the general contractor for the construction of the Project to maintain, in full force and effect, worker's compensation insurance as required by law, comprehensive builders risk, casualty, property, and commercial general liability insurance covering all bodily injury, death and property damage at the Project including ongoing operations and products-completed operations coverages ("Construction Period Insurance"). The Construction Period Insurance policies shall name the MPEV Owner and Lessee as additional insureds and provide additional insured coverage on a primary and non-contributory basis. Construction Period Insurance policies shall contain a provision that such insurance may not be canceled by the issuer thereof without at least thirty (30) day's advance written notice to the MPEV Owner and Lessee. The MPEV Owner shall deliver to Lessee copies of insurance policies or proof of any such coverages of insurance upon Lessee's request. The Construction Period Insurance policies shall include appropriate waivers of subrogation rights endorsements in favor of MPEV Owner and Lessee.

(d) MPEV Owner's Property Insurance. Commencing no later than on the Beneficial Occupancy Date and continuing thereafter throughout the Term, the MPEV Owner shall maintain property insurance on the Project and any other assets owned by the MPEV Owner (other than for assets therein owned by Lessee) in so-called "all risk" form (with standard named peril exceptions) on a full replacement cost basis. MPEV Owner will provide to Lessee certificates of all insurance or original policies as they shall be on file as of the prior to the beginning of the Term of this Agreement. MPEV Owner may so insure the Project under this Subsection (d) through programs of the MPEV Owner, including self-insurance by the MPEV Owner.

(e) Waiver of Claims and Subrogation. Notwithstanding anything to the contrary herein, to the extent permitted by Applicable Laws, the Parties waive claims against each other, together with and including claims and rights of subrogation, for all loss or damage covered by any insurance required in this Section 12 to be carried (regardless of whether actually carried), and by any insurance actually carried by the waiving Party (regardless of whether such insurance is required in this Section 12), regardless of the cause of such loss or damage.

(f) Mutual Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting the MPEV Owner which arise out of any of the matters relating to this Agreement or otherwise, Lessee shall notify the MPEV Owner promptly upon becoming aware of same and Lessee shall give MPEV Owner all pertinent information possessed by Lessee reasonable assistance in the defense or other disposition thereof. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against or affecting Lessee which arise out of any of the matters relating to this Agreement or otherwise, the MPEV Owner shall notify the Lessee promptly upon becoming aware of same and the MPEV Owner shall give Lessee all pertinent information possessed by the MPEV Owner and reasonable assistance in the defense or other disposition thereof.

SECTION 13 – EVENTS OF DEFAULT AND REMEDIES

(a) General. Should either the MPEV Owner or Lessee otherwise materially breach, violate or fail to fully perform any provision or obligation contained herein (the “Defaulting Party”), and such failure to perform continues for a period of forty-five (45) days after written notice of such failure to perform is delivered to the Defaulting Party from the other Party (the “Non-Defaulting Party”), then the Non-Defaulting Party shall be entitled to seek all remedies available at law or in equity (including termination, specific performance and injunctive relief) for breach of this Agreement, except as may otherwise be provided in this Agreement. Furthermore, if MPEV Owner is the Defaulting Party, then Lessee shall be entitled to exercise self-help and undertake any and all actions which may be reasonably necessary to effectuate a cure of the MPEV Owner’s default, and thereafter (without limitation of other rights Lessee may have) (i) Lessee shall be entitled to offset any costs incurred in connection with such cure against future payments of Annual Rent or from any other amount which may become due and owing to the MPEV Owner under this Agreement, and (ii), in the event that the MPEV Owner has failed to appropriately maintain, refurbish, and/or repair any required portion(s) of the MPEV, or failed to appropriately make any required Capital Expenditures, Lessee shall be entitled to access and utilize any portions of the MPEV Capital Improvements and Maintenance Reserve which may be reasonably necessary to pay for the Lessee’s use of self-help to undertake and perform the appropriate repairs and/or Capital Expenditures. Notwithstanding the foregoing, if MPEV Owner’s default constitutes or results in an Emergency, then Lessee shall, immediately upon delivering notice to MPEV Owner, be entitled to exercise the self-help and offset rights described herein. The remedies provided to the Parties under this Section 13(a) shall be in addition to, and not in limitation of, any other remedies which may be provided to such Parties under the remaining terms and provisions of this Agreement.

SECTION 14 – NOTICES

(a) Notices. All notices or advices required or permitted to be given by or pursuant to this Agreement shall be given in writing and (i) delivered by U.S. Registered or Certified Mail, Return Receipt Requested mail (ii) delivered for overnight delivery by a nationally recognized overnight courier service, or (iii) by such other means of notice as may be agreed to by the Parties in writing (including, without limitation, writings delivered via email), with consent and/or agreement to any such alternative means of notice not to be unreasonably withheld, conditioned or delayed. Such notices and advices shall be deemed to have been given on the date of first attempted delivery if delivered by U.S. Registered or Certified Mail, Return Receipt Requested, or on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. Unless otherwise notified in advance, all such notices and advices and all other communications related to this Agreement shall be given as follows or to such other address as the Party may have furnished to the other Party in accordance with this provision.

If to Lessee: c/o Elmore Sports Group
555 N. Morton Street,
Bloomington, IN 47404
Attn: D.G. Elmore

With a copy to: Gregg C. Davis, Esq.

Thompson & Knight
One Arts Plaza, 1722 Routh Street
Suite 1500
Dallas, TX 75201

If to MPEV Owner: City Manager
P.O. Box 1971
Amarillo, Texas 79105-1971

With a copy to: City Attorney
P.O. Box 1971
Amarillo, Texas 79105-1971

SECTION 15 – ASSIGNMENT

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

SECTION 15 – TAXES

(a) Ad Valorem Taxes. This Agreement is being entered into by the Parties in reliance on the Project being exempt from *ad valorem* taxes on the basis of the following: (a) the Project and all furniture, fixtures and equipment contained therein (other than personal property of Lessee or third parties) is owned by the MPEV Owner; (b) the successful development and operation of the Project will promote economic development, tourism and, as a result thereof enhance the economic viability of the MPEV Owner through the development of nearby properties, the creation of additional jobs, the infusion of capital investment and increased commercial activity, thereby resulting in additional *ad valorem* property taxes, hospitality fees and other taxes and fees; (c) Lessee has agreed to manage and operate the MPEV in a manner which will benefit the MPEV Owner, the County and its citizens, and the community. If, at any time during the Term, the MPEV becomes subject to real estate or other *ad valorem* taxes or payments *in lieu* thereof for any reason, the Parties shall be responsible to cooperate so as to eliminate or mitigate such taxes. Lessee will pay ad valorem tax on business personal property owned by Lessee.

(b) Tax Exempt Purchases. If Lessee purchases goods or services that become the property of MPEV Owner at the MPEV, MPEV Owner agrees to cooperate with Lessee in order to take advantage of any tax exempt purchasing that the MPEV Owner is entitled to obtain.

(c) No Ticket, Admission or Amusement Tax. The MPEV Owner will not, without the consent of Lessee, impose or permit a ticket/admission/amusement tax applicable to Lessee's Events during the term hereunder, unless such tax is applicable to all professional sports and entertainment facilities in the City of Amarillo, or otherwise generally applicable to businesses throughout the City of Amarillo or jurisdiction of the MPEV Owner. If any such

ticket/admission/amusement tax becomes applicable to any Events and is imposed during the Term, Lessee shall be permitted to credit and offset such tax(es) against its payment(s) of Annual Rent as described in Subsection 5(a) of this Agreement or against any other amount which may become due and owing to the MPEV Owner under the terms of this Agreement.

SECTION 16 – MISCELLANEOUS

(a) Successors/Assigns. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns. Without limitation of the foregoing, the Lessee's rights and obligations under this Agreement may be exercised and discharged by and through Lessee's successors and permitted assigns and their subsidiaries, commonly controlled affiliates, designees and/or nominees.

(b) Quiet Enjoyment. Lessee upon fully complying with all applicable terms and provisions of this Agreement shall peaceably and quietly enjoy the MPEV subject nevertheless, to the terms of this Agreement.

(c) Force Majeure. If because of the occurrence of an event of *Force Majeure*, either the MPEV Owner or Lessee is unable to carry out its obligations to the other Party under this Agreement, except for the payment of money, and if such Party promptly gives to the other written notice of such *Force Majeure* within five (5) business days of such event, then the obligations of both parties under this Agreement shall be excused to the extent, but only to the extent, made necessary by such *Force Majeure* and only during its continuance, not to exceed thirty (30) days, provided that the effect of such *Force Majeure* is eliminated insofar as possible with all reasonable dispatch. Notwithstanding the foregoing, if after the Beneficial Occupancy Date a Force Majeure event causes the temporary closure of the MPEV so that the Lessee is prohibited from using the MPEV for any material purpose permitted under the terms of this Agreement, including for any applicable Events, then 25% of the Annual Rent shall be abated for any month or partial month between April and September of each year, inclusive, that the MPEV is closed or rendered unusable to the Lessee. In addition, Lessee shall be entitled to offset any reasonable costs incurred by the Lessee for the period that the MPEV is closed or unusable, from any future Annual Rent or other amounts which may become due and owing to MPEV Owner under the terms of this Agreement.

(d) Relationship of Parties. Nothing contained herein shall be construed to create a partnership or joint venture, nor to authorize either Party hereto to act as agent for or representative of the other Party hereto. Each Party hereto shall be deemed independent and neither shall act as, or hold itself out as acting as, agent for the other Party hereto. The provisions of this Lease shall inure to the benefit of, and be enforceable by, and only by, the Lessee and the Owner. No Person shall be a third party beneficiary of this Lease or have the right to enforce this Lease.

(e) No Waiver. No failure of either Party to insist upon exact compliance with the terms and provisions of this Agreement shall be deemed or construed as a waiver of any subsequent breach of this Agreement.

(f) Mutual Dependence and 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, and if such holding does not affect the ability of Lessee to perform and have access to the Project for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein, to the fullest extent permitted by law.

(g) Governing Law; Jurisdiction Venue; Waiver of Jury Trial. This Agreement shall be subject to and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Texas. 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 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.

(h) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the MPEV and the subject matter of this Agreement. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which are not set forth in or incorporated as part of this Agreement.

(i) Baseball Authorities' Approval. This Agreement shall be subject to the prior and ongoing approval of the Baseball Authorities and in all respects shall be subject to the then current rules and regulations of the Baseball Authorities, including, without limitation, the Baseball Rules. Lessee shall be responsible for using best efforts to obtain all necessary approvals. The Parties hereby acknowledge and agree that all rights granted under this Agreement are expressly subject to, and must conform to, all Baseball Rules and regulations. MPEV leases and license agreements, including this Agreement, constitute "Regulated Transactions" under Rule 54(a)(3)(C) of the Major League Rules and, to be effective, this Agreement must be disclosed to the Baseball Authorities and comply with the Baseball Rules. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be effective until disclosed in accordance with Rule 54(a)(3)(C) and found to be in compliance with the Baseball Rules in all respects.

(j) Amendment. This Agreement may be amended or modified only in a writing which has been signed by both of the parties hereto and which specifically references this Agreement.

(k) Legal Advice. The Parties hereto acknowledge that each of them has had the benefit of legal counsel of their choice and has been offered an opportunity to review this Agreement with chosen legal counsel. The Parties hereto further acknowledge that they have, individually or through their respective legal counsel, participated in the preparation of this Agreement, and no provision hereof shall be construed against any Party hereto by reason of either Party having drafted or prepared this Agreement.

(l) Recorded Lease. The MPEV Owner hereby consents to the recording by Lessee of this Agreement or any portion thereof, at the sole expense of MPEV Owner.

(m) Condemnation. If any portion of the Project or material portion of the Project is taken from Lessee pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order and such taking renders the MPEV unfit for its intended purpose, Lessee shall have the right to terminate this Agreement within One Hundred Eighty (180) days of such taking. Upon any such termination each Party shall have the right to pursue its own compensation from the condemning authority.

(n) Authority; No Conflict. Lessee and the MPEV Owner, respectively, each represent and warrant to the other that: (i) it has the authority to be bound by the terms of this Agreement, (ii) upon execution by both Parties, this Agreement will constitute a valid and binding agreement, enforceable against such Party in accordance with its terms, and (iii) its performance of this Agreement and each Party's exercise of such Party's rights under this Agreement will not conflict with or result in a breach of any legal obligation of MPEV Owner or any binding agreement to which the MPEV Owner is a party..

(o) Time. Time is of the essence for this Agreement.

(p) Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

(q) Exhibits; Attachments. All exhibits or attachments attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out in this Agreement.

(r) No Bailment. Nothing in this Agreement creates a bailment relationship between MPEV Owner and Lessee concerning any of Lessee's property at the MPEV.

(s) Interpretation; Construction. In this Agreement: (i) the table of contents and headings are for convenience of reference only and will not affect the meaning or interpretation of this Agreement, (ii) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph or Section where they appear), (iii) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise, (iv) unless expressly stated herein to the contrary, reference to any document means such document as amended or modified and as in effect from time to time in accordance with the terms thereof, (v) unless expressly stated herein to the contrary, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, (vi) the words "including," "include," "includes" and variations thereof are deemed to be followed by the words "without limitation," (vii) "any" is used in the sense of "any or all," (viii) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, Exhibit, schedule or other attachment thereto, (ix) unless expressly stated herein to the contrary, reference to an Article, Schedule, Section or Exhibit is to an article, section or exhibit, respectively, of this Agreement, (x) all dollar amounts are expressed in United States Dollars and will be paid in United States currency in immediately available funds, (xi) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a Business Day, such period will end on the next day that is a Business Day, (xii) the Parties participated jointly in the negotiation and drafting of this Agreement; therefore, if an ambiguity or question of intent or interpretation

arises, then this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof, (xiii) the Exhibits hereto are an integral part of this Agreement and terms and conditions therein have the same effect as if contained in the body of this Agreement; and (xiv) the words "shall" and "will" have equal force and effect.

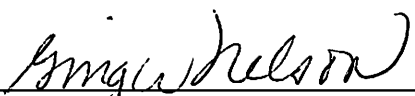
(t) Attorney's Fees. In connection with any litigation, arbitration, or mediation concerning the interpretation or enforcement of this Agreement or any portion of this Agreement, the prevailing Party is entitled to recover from the losing party its reasonable legal fees and paraprofessional fees, court costs, and expenses. The provisions of this Section shall survive the termination of this Agreement.

(u) Non-Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, age, sexual orientation, marital status, race, color, creed, religion, national origin, disability or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the MPEV. Neither the Lessee nor any Person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sublicensees or vendors (if any), using or operating at the MPEV or any portion thereof. Each Party hereby agrees to comply with all applicable state, local and federal laws, rules, regulations, and executive orders pertaining to discrimination in employment, unlawful employment practices and affirmative action.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of Lessee and duly authorized officials of the MPEV Owner.

MPEV OWNER:

THE CITY OF AMARILLO, TEXAS

By: 
Ginger Nelson
Mayor

[Continued on following page]

LESSEE:

PANHANDLE BASEBALL CLUB, INC.

A Texas corporation

By: _____

D.G. Elmore, Jr.

President

LESSEE:

PANHANDLE BASEBALL CLUB, INC.

A Texas corporation

By: *D G E*
D.G. Elmore, Jr.
President

EXHIBIT A

Development Requirements

[Note: Development Requirements to be added by Parties, including addressing matters below to the extent not otherwise addressed in the body of this Agreement.]

[Note: examples of requirements (physical and procedural) may include the following: (i) physical requirements, e.g., number and description of Suites, including enclosed suites with HVAC and open / concourse suites as applicable; and (ii) Procedural requirements.]

Physical Requirements, including MPEV Components

[To be added as identified by the Parties in the Design Development Documents]

Procedural Requirements

[To be added as identified by the Parties in the Design Development Documents:]

EXHIBIT B

Description of MPEV Land

1) This plat does not lie within the Extrajurisdiction of the City of Amarillo, Texas.

2) This plat does not lie within flood hazard zone "AE", according to the Federal Flood Insurance Rate Map (FIRM) dated June 24, 2010 for Block 505 of the City of Amarillo. Flood hazard information is provided for the sole purpose of the lender to determine if flood insurance is required for the subject property. Flood hazard zone information is not necessarily in flood hazard zone "AE" as shown on the FIRM. Flood hazard information is not necessarily in flood hazard zone "AE" as shown on the FIRM. Flood hazard information is not necessarily in flood hazard zone "AE" as shown on the FIRM. Flood hazard information is not necessarily in flood hazard zone "AE" as shown on the FIRM.

3) Property distances and/or bearings are shown as measured or laid with survey. Plat and/or deed calls are shown within parentheses when differing from measured distances and/or bearings and not within the Texas Board of Professional Land Surveying General Rules of Procedures and Practices regulating Precision (663.15).

4) Stake lot lines are perpendicular or radial to the front lot lines unless noted otherwise.

5) Dedicated Public Avenues

a 15,013 square feet Water and Sanitary Sewer Easement

b 15,013 square feet Right-of-Way Easement declared by this plat

c 13,167 square feet right-of-way declared by this plat



Dedication

The State of Texas

County of Randall

Know all men by these presents

This **City of Amarillo** being the owner of all of the land shown and described on this plat has caused all of said lands to be surveyed and subdivided and designated as **Plemions No. 22** an addition to the City of Amarillo, Texas, and does declare that all streets, alleys, lanes and easements shown upon such map or plat are dedicated to the public forever to be used as streets, alleys, lanes and easements, unless noted as existing with the recording information shown.

Executed this _____ day of _____, 2017.

Notary Attest

City of Amarillo
 Jared Miller, City Manager
 509 S.E. Seventh Avenue
 Amarillo, Texas 79105
 (806) 376-3000

State of Texas

County of Potter

Before me, the undersigned authority on this day personally appeared **City of Amarillo**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration herein expressed.

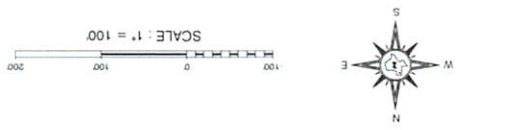
Given under my hand and seal of office this _____ day of _____, 2017.

Grantor's Address:

City of Amarillo
 P.O. Box 1971
 Amarillo, Texas 79105-1971

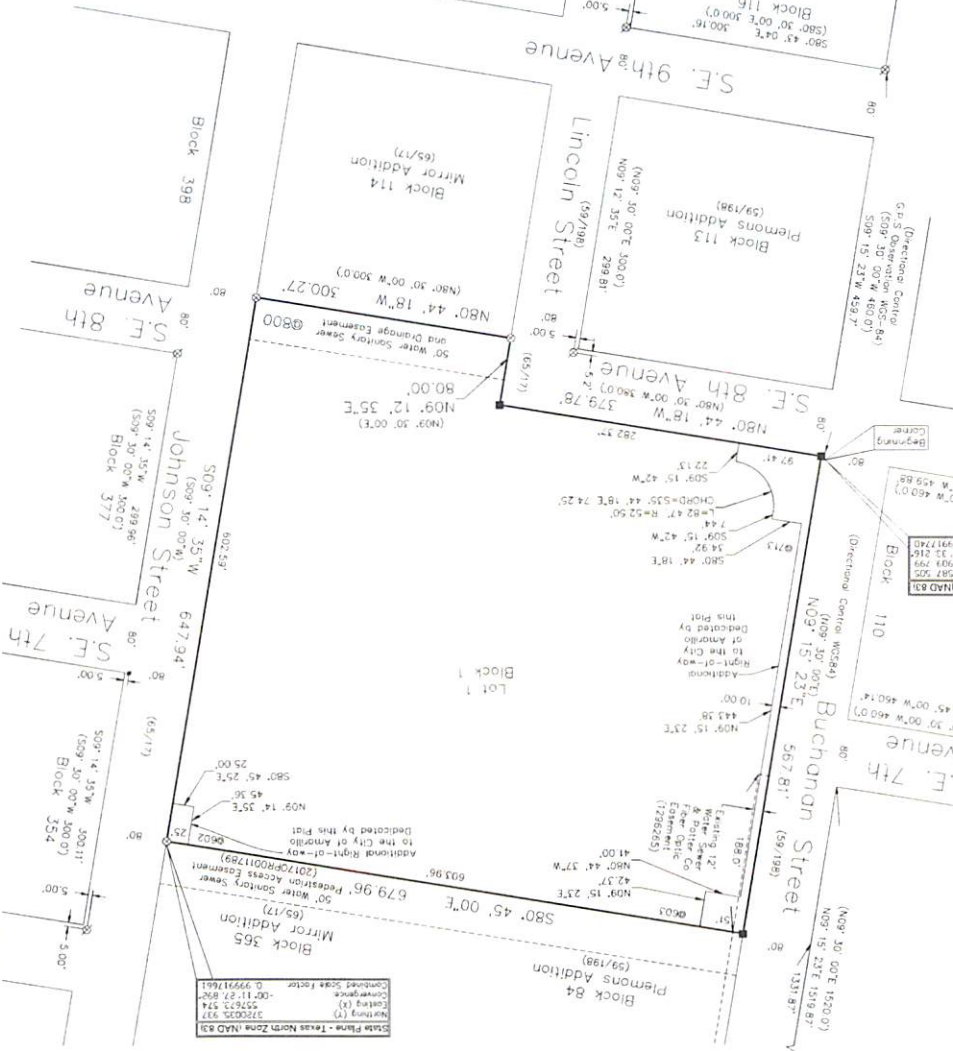
My commission expires _____

Notary Public in and For the State of Texas



Approved by Designated City Official for the City of Amarillo, Texas, this _____ day of _____, 2017.

Designated City Official



Certificate

I do hereby certify that this plat is true and correct to the best of my knowledge and belief and in my professional opinion and that it was prepared from a permit survey taken on the ground by me or by others under my direct supervision on the 27th and 31st days of July, 2017.

Witness my hand and seal of office and the seal of the County of Potter, Texas, this _____ day of _____, 2017.

Registered Professional Land Surveyor
 Job #20170723

Filed of Record: _____

County _____

date _____

County Clerk File No. _____



Description

A 9.42 acre tract of land being all of Block 111, a portion of Block 84 of Plemions Addition, an addition to the City of Amarillo, Potter County, Texas according to recorded map of Block 112 and 85 of Plemions Addition, Volume 198 of the Deed Records of Potter County, Texas, all of Block 111, 112 and 365, all situated in Sections 175 and 170, Block 2, A B & M Survey, Potter County, Texas, and said tract of land being further described by metes and bounds as follows:

BEGINNING in a 3/8 inch iron rod with a cap stamped "KEYS R P L S 2507", set at the northwest corner of said Block 111; from thence, an "X" cut in concrete, found S. 09° 15' 23" W. (Directional Control GPS Observation WGS-84), 459.7 feet, declared by said Plemions Addition, at 259.81 feet pass the northwest corner of said Block 111, at 379.81 feet pass the southwest corner of Block 84, a total distance of 567.81 feet to a 3/8 inch iron rod with a cap stamped "KEYS R P L S 2507", set at the northwest corner of this tract of land.

Thence S. 60° 45' 00" E. 679.96 feet to an "X" cut in concrete, set at the northeast corner of this tract of land.

Thence S. 09° 14' 55" W. 188.0 feet pass the southeast corner of said Block 355, at 268.0 feet pass the northeast corner of said Block 112 at 567.94 feet pass the southeast corner of said Block 112 a total distance of 647.94 feet to an "X" cut in concrete, set at the northwest corner of said Block 114 and the most southerly southwest corner of this tract of land.

Thence N. 60° 44' 18" W. 300.27 feet to an "X" cut in concrete, set at the northwest corner of said Block 114 and the most southerly southwest corner of this tract of land.

Thence N. 09° 12' 35" E. 80.00 feet to a 3/8 inch iron rod with a cap stamped "KEYS R P L S 2507", set at the southwest corner of said Block 112.

Thence N. 60° 44' 18" W. 187.0 feet pass the southeast corner of said Block 111, a total distance of 379.81 feet, along the north-right-of-way line of S.E. 8th Avenue as dedicated by said Plemions Addition to the POINT OF BEGINNING.

- Legend:**
- = 3/8 inch iron rod with a cap stamped "KEYS R P L S 2507" (set)
 - = 1/2 inch iron rod with a cap stamped "KEYS R P L S 2507" (found)
 - = 1/2 inch iron rod (found)
 - ✳ = "X" cut in concrete (set)
 - ✳ = "X" cut in concrete (found)
 - = 3/8 inch iron rod with a cap stamped "KEYS R P L S 2507" (set)
 - ① = 1234 assigned by the City of Amarillo (suspect to change without notice)
 - SFS = Southwestern Public Service Co
 - AT&T = American Telephone & Telegraph Co
 - SUD = Suddenlink Communications Co
 - PUE = Public Utility Easement
 - () = Instrument recording in County Clerks Office

Plemions Addition Unit No. 22

An addition to the City of Amarillo being a replat of a portion of Plemions Addition and Mirror Addition out of Sections 165 & 170, Block 2, A, B & M Survey, Potter County, Texas 9.422 Acres

Robert Keys & Associates
 2106 S. Beal Street, Amarillo, Texas 79106
 (806) 376-1752 Email: rka@keysurveying.com
 www.keysurveying.com

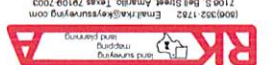
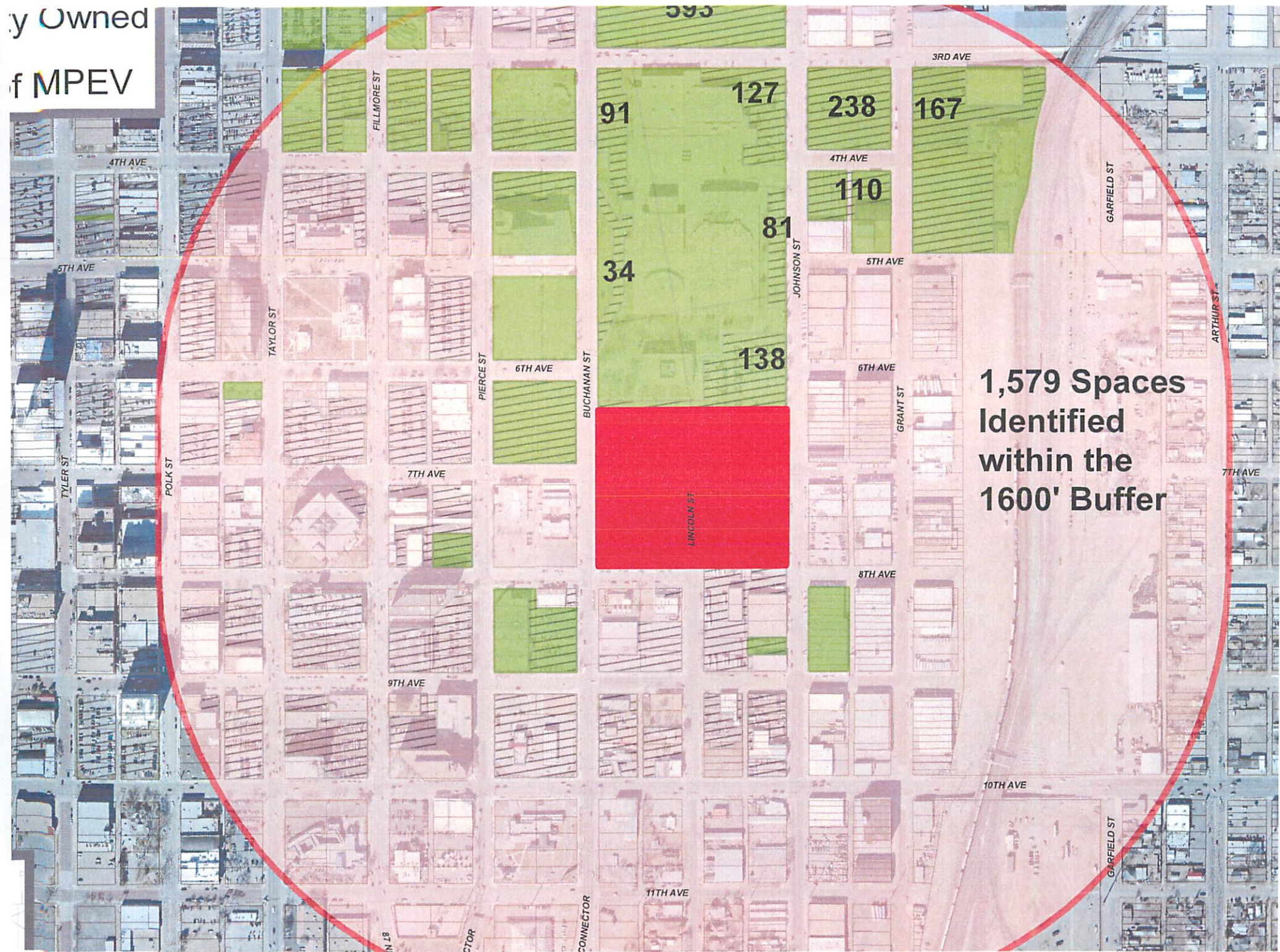


EXHIBIT C
MPEV Parking Areas

ly Owned
f MPEV



**1,579 Spaces
Identified
within the
1600' Buffer**