

**AGREEMENT FOR USE OF
AMWAY CENTER AT ORLANDO VENUES
BETWEEN
THE CITY OF ORLANDO
AND
ORLANDO PREDATORS, LLC**

THIS USE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2014, by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation (the "City"), and **ORLANDO PREDATORS LLC**. (the "Club").

BACKGROUND. The City owns and operates the Amway Center (the "Premises") as part of its Orlando Venues Department. The day to day operations of the Premises are controlled by the Orlando Venues Executive Director (the "Director"). The Club is, or shall, prior to the commencement of the Term, be, the owner/operator of an AFL League team licensed by AFL for the Orlando, Florida territory. The Club desires to use the Premises to a play a schedule of approximately nine (9) home pre-season, regular season games, and if applicable playoff AFL League Games (collectively, the "Games").

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter specified, the parties hereto agree as follows:

1. Term. The term of this Agreement (the "Term") shall be for a period commencing on September 1, 2014 and terminating on August 31, 2017.

2. Right to Use; Exclusive Use. During the Term, City agrees to furnish and license the public areas and certain private areas (as more specifically set forth in Section 4 below) of the Premises to the Club, along with certain outdoor space as follows: those areas extending up to Hughey Avenue on the east; South Street on the south; Division Avenue on the west; and shall encompass all of Church Street on the north, except when Church Street is closed in which the space shall be extended only to the north curb of Church Street (the "Outdoor Space"). Club shall retain the right to host non-exclusive pre-party events in the Outdoor Space prior to each Game, for which the City shall not charge additional rent or license fees. Only to the extent permitted by the terms of the City's Foodservice Agreement, Club shall have the right to provide food and beverages. Club shall contract for any expenses related to the Outdoor Spaces including entertainment and required permitting. City shall reasonably cooperate with Club to host such pre-party events.

3. Payments.

(a) The Club agrees to pay to the City a Game Day fixed fee license fee of sixteen thousand dollars (\$16,000.00) per game for each weekday game, defined as Sunday through Thursday, during the Term (the "Weekday License Fee"). The Club agrees to pay to the City a Game Day fixed fee license fee of twenty thousand dollars (\$20,000.00) per game for each weekend game, defined as Friday and Saturday during the Term (the "Weekend License Fee" and together with the Weekday License Fee, the "License Fee"). These License Fees are for Lower Bowl and Club Level use only. If, for a certain Game Day(s), the Club chooses to expand its seating capacity to the Promenade Level ("Upper Bowl"), then the Club shall pay the City an additional fee of five thousand dollars (\$5,000.00) for use of one side of the Promenade Level

seating or an additional fee of ten thousand dollars (\$10,000.00) for use of the entire Promenade Level. An Approved Individual shall notify City no later than seventy-two (72) hours in advance if it desires to have access to the Upper Bowl for any given Game. Notwithstanding the foregoing, Club may schedule its home Games at other central Florida locations with the advanced written permission of the Director; and shall not be obligated to play any minimum number of Games at the Premises or elsewhere depending upon the existence of the AFL or any other league rules regarding scheduling.

(b) "Game Day" shall mean any home preseason, regular season, or playoff AFL football game that the Club plays in. Provided however, if the AFL requires additional equipment and staffing above and beyond a regular season home Game for the ArenaBowl, the Club shall be responsible for such additional expenses. The Club's period for the exclusive use of the Premises for each Game Day shall begin at 12:01am (or if another Premises tenant event occurs the prior day, no later than 11:00am) prior to the scheduled starting time of each game and ending at a reasonable time after the expiration of the game, including any overtime period or periods, and post-game activities, but in no instance later than 11:59pm without the prior consent of the Director. The City will be responsible for and include within the License Fee staffing as detailed in Paragraph 5. The License Fee staffing shall include up to five (5) hours of event staffing and five and one-half (5 ½) hours for supervisors beginning one-half (½) hour before the doors open to the Game (the "Standard Call.") The Club will pay the City for the actual costs of staffing for labor in excess of the Standard Call according to the Standard Orlando Venues Rates (defined below); provided however, if a Club home Game is scheduled on a City defined holiday ("City Holiday"), such staffing will be billed to the Club at one and one-half times the Standard Orlando Venues Rates.

(c) The City shall annually establish a schedule of standard "Orlando Venues Rates" for certain City-provided labor, services, and equipment that are described in this Agreement as not being included in the License Fee and the Club may request such schedule before the start of each annual season. The City shall charge the Club the same standard rates that it charges similarly situated licensees. Both the City and Club agree that only the Team Chairman, Team President or General Manager ("Approved Individual") are authorized to approve any additional labor or expenditure above and in excess of the Standard Call on behalf of Club and that Club shall only be responsible for those items in which pre-approval has been received from an Approved Individual in writing or by electronic mail. The Club shall provide the City with the names, cell phone numbers and e-mail addresses for those Approved Individuals no later than thirty (30) days prior to the first home Game of each season. If the Club elects to change any of its Approved Individuals, the Club shall notify the City immediately in writing.

(d) The License Fee and any applicable equipment rental or services charges are subject to tax as provided by law. Club shall be responsible for payment of all taxes related to its use of the Premises.

(e) The Club and the City shall use commercially reasonable efforts to mutually agree upon and settle with signature after each Game Day (within 4 business days) all License Fees, other use fees, Premises' ticket sales, concessions and other applicable charges. If fees and other charges exceed ticket sales of the Orlando Venues box office, then the Club shall

remit the undisputed difference to the City within two (2) business days of receipt of the settlement statement. If the Orlando Venues' held revenues exceed the fees and other charges, then the City shall remit the difference to the Club within two (2) business days of receipt of the signed settlement statement. If the Parties dispute an amount on the settlement statement, all undisputed amounts shall be paid within the time frames of this Paragraph and shall not be withheld. The City's Director or designee and Club's Approved Individual shall meet within three (3) business days after each settlement to make a good faith effort to resolve any disputed items. All payments due and owing to the City shall be made payable to the "City of Orlando", and delivered to the Business Department, Orlando Venues, 400 W. Church St., Suite 200, Orlando, FL 32801 All payments due and owing to the Club shall be made payable to Orlando Predators LLC, ATTN: Jared Saft, 5601 Windhover Drive, Orlando, Florida 32819.

(f) The Club shall have the option to pay any settlement amounts due by credit card, but may be required to pay credit fees associated with the exercise of that option.

(g) All sums due and owing to either Party under this Agreement shall bear interest at the rate of eighteen percent (18%) per annum computed on a daily basis from date due until the date of payment.

(h) The City may suspend use of the Premises if the Club fails to make a required payment. Prior to suspension, the City shall provide the Club written or facsimile notice of the failure of payment and an opportunity to cure during the period of either seven (7) business days from the date of the notice or the day before the next scheduled Club Game Day (but in no event less than twenty-four (24) hours notice), whichever period is shorter. If City receives the required payment at or before 5 p.m. of the final day of the cure period, City shall not suspend use of the Premises. If Club has made the Season Deposit set forth in Paragraph 32 and it has a sufficient balance to cover Club's required payment, then City shall pay itself any undisputed amounts from the Season Deposit and shall not suspend use of the Premises. In the event of suspension, upon payment of the required amount after such suspension, the Club's use of the Premises shall be reinstated prior to the next scheduled Game Day or Club event after the one for which the use of the Premises was suspended. If the City suspends the use of the Premises, the Club will have the opportunity to reschedule any missed games as required by the AFL and good faith will be used to provide the Club with alternate dates, subject to priority in scheduling as set forth in this Agreement.

4. Use of the Playing Surface. The Club, and its opposing team, at the Club's option, may practice on the field at the Premises on the day of or day after any scheduled Game at no additional charge or event use fee to the Club, if the Club's insurance coverage will include such use. Also included in the License Fee, the Club may also make the field available on Game Days for youth or adult football leagues to play or practice on the field, if the Club provides insurance coverage for such use. Notwithstanding the foregoing, the City shall not be obligated to keep playing surface intact after Game Day in the event that the City needs to prepare the Premises for use by another licensee.

(a) Club Practices at Premises. The Club shall not be required to pay the City for non-Game Day Club practice sessions, understanding that all practice sessions are subject to limited availability and may be changed or withheld at the sole discretion of the Director. For use of the Premises for its non-Game Day practice sessions, the Club shall reimburse the City a

lighting charge of one hundred fifty dollars (\$150.00) per hour plus cleaning and for any associated expenses, provided such expenses are pre-approved in writing by an Approved Individual. The Club shall provide the City with its anticipated practice requirements no later than seventy-two (72) hours prior to each non-Game Day Club practice. Each non-Game Day Club practice shall be scheduled in advance with the Director and the Club or designee.

(b) Practices at Citrus Bowl/Thunder Field. During the Term, the Club shall have the option to license, on a month to month basis, the Citrus Bowl, Thunder Field or other fields (the "Practice Fields") as determined by Director on an as available basis. The license fee for the usage of the Practice Fields shall be \$1,250.00 per month for the Citrus Bowl or \$600.00 per month for Thunder Field, plus tax (the "Practice Fees"). The Club also agrees to reimburse the City for damages and for all expenses associated with Club's use of the Practice Fields at prevailing rates, provided that any expenses are pre-approved in writing by an Approved Individual. The City may preempt the Club's use of the Practice Fields if the City can rent them at posted rates, in which the City shall reimburse Club for any pre-paid Practice Fees on a prorated basis. In the event that Club desires to use the Practice Fields as set forth herein, upon availability, the City shall provide access to offices, locker rooms, storage space and other facilities at the Practice Fields as reasonably needed by the Team at no additional cost. At Club's request, City shall clean locker room at the Practice Fields twice per week at Orlando Venues Standard Rates, billable to the Club monthly, subject to the written approval of the Director. Notwithstanding anything contained herein to the contrary, Club shall not be obligated to use the Practice Fields at any time during the Term.

(c) Promotional Events on Game Days. During Game Days, the Club shall be entitled to conduct promotional events on the Premises immediately prior to, immediately following or during the course of a Game (but within the Standard Call time frames), such as preliminary hospitality events, youth/adult football games/clinics, half-time shows, post-game parties and concerts with permission of the Director. These promotional events shall not be separate ticketed events, but shall be value-added promotions in addition to the scheduled Game. The Club shall notify the Director of any additional staffing needs with at least seventy-two (72) hours advance notice and the Club shall pay for any requested additional staffing at the Standard Orlando Venues Rates.

5. Responsibilities

The Club shall be responsible to comply with all AFL requirements for its use of the Premises. The City shall provide and maintain the Premises in a commercially reasonable manner. If the League or Club imposes additional, special requirements, the cost to implement those requirements shall be the responsibility of the Club. The City shall provide for use by the Club included within the License Fee, locker/dressing rooms for the Club and for the visiting team, rooms for use by Club personnel, game officials and guests, players' lounge, meeting rooms, and any other public and non-public areas of the Premises customarily provided to similar tenants for use in the presentation of their events (collectively the "Club Areas"). Other than this foregoing list, the City retains the right to exclude non-public areas of the Premises from use. If the Club desires use of any non-hospitality suite, it must negotiate and enter in to an agreement directly with OECE. The Team Store, Sky Lounge, the Chairman's Suite (currently ICON Suite) and all

areas controlled by the Orlando Events Center Enterprises, LLC or Orlando Magic, Ltd. are excluded from this contract.

(a) Except as specifically provided in Paragraph 5(i), the City, if required, shall provide as part of the Standard Call, and at its sole expense the following personnel: ushers, ticket takers, ticket sellers, door guards, police officers, maintenance staff, first aid personnel for the public (but not for the players), guest relations personnel, traffic control personnel, and supervisors of such personnel, all costs of clean-up and available equipment for each date that the Premises is scheduled for use by the Club for its Game Days and/or events covered by this Agreement. The premium level (Founders and Club Levels) staffing is not included in the License Fee.

(b) Actual event staffing shall be based on the attendance projections supplied by the Club and prior Game Day average attendance and shall be based on the Director's reasonable determination of staffing necessary to ensure safe and proper presentation of the event, including, but not limited to, reasonable flow of people entering and exiting the Premises and reasonable service time for concession sales. The Club shall notify City of any projected special needs and those requests shall be submitted to the Director at least seventy-two (72) hours before each Game Day or other event conducted by the Club. Such submission does not guarantee the City's ability to provide those services or staffing.

(c) Not included in the License Fee are special staffing needs, any staffing required prior to or after normal event staffing times, technical labor, special permits and catering. The Orlando Events Center Enterprises, LLC or Orlando Magic, Ltd. shall be providing the technical labor needed for all Club needs; however all billing and payment will be made through the City. The cost of such services shall be as set forth on Exhibit "A" attached hereto and made a part hereof, as the same may be reasonably adjusted from time to time for all users of the Premises.

(d) The City shall also be responsible for the costs associated with the complete configuration of the Premises for a Game, including but not limited to, the set-up, breakdown, dasher boards, football goals, safety netting, and field installation. The playing surface provided by the City shall not include the end zones and the end zones must be provided by the Club at its cost, but shall be installed by City. The Club shall be responsible for the cost of inserting any and all changes to names, logos, sponsors, etc. The City shall provide the Club the use of all patron seating within the Lower Bowl and Club Levels (except for non-hospitality suite seating) at the Premises for each Game Day or Club Event, as provided in Paragraph 33 below. The Club shall retain the option to pay the additional expense as listed in Paragraph 3(a) to expand to the Upper Bowl, and shall, within seven (7) days of execution of this Agreement, also provide a preliminary and non-binding seating map.

(e) The City, at its sole cost and expense, shall heat, cool, and ventilate the Premises. Included within the License Fee, the City will provide customary lighting, heating, air conditioning, electricity, and water for all Game Days and other Club Events as provided in Paragraph 33. The Club will pay for any additional, special or non-Game Day or non-Club Event lighting, electrical, or other utility needs according to the Standard Orlando Venues Rates. It is specifically understood that in the event the City is unable to furnish any of the foregoing

services resulting from the circumstances reasonably beyond the control of the City, then such failure shall not be considered a breach of this Agreement.

(f) The following equipment exists and shall be provided and maintained by the City for the Club's use in the Premises for the routine play of professional football at each Club event and included in the License Fee, unless otherwise stated: dasher boards (subject to any changes necessitated to the dasher board pads), dasher board carts, team benches, an officials/scorers box, scorer's table, and game clocks in accordance with past practices..

(g) The Club shall determine in its sole discretion to provide any or all of the following and shall pay all costs associated therewith: the Team, personnel assisting the Team (coaches, trainers, water boys/girls), marketing and entertainment, scorers and game officials, public address announcer, half-time hosts, marketing staff, novelty staff, music mixer, statisticians/scorekeepers, and play-by-play typist, and for all technical personnel for all Game Days and Club Events as outlined in Paragraph 33 below. The Club reserves the right to approve any other personnel at the scorer's table (which the City may employ, but the Club shall be responsible for its expense), which approval shall not be unreasonably withheld. The Club shall be responsible for providing the dasher board pads that meet current AFL standards.

(h) The Club will be responsible for any financial obligations to its players, personnel and visiting teams.

(i) The Club may from time to time request the Director to provide additional personnel to support a specific activity conducted by the Club, technical labor, and catering. For such additional personnel the Club shall reimburse the City according to the Standard Orlando Venues Rates. Any requests or requirements from the Club for personnel beyond what is included in the City's responsibility shall be subject to guidelines in each of the contracts with the personnel provider.

6. Miscellaneous Expense Items.

(a) As available, the City shall make, without additional cost to the Club, space in the Premises available for working members of the press, radio, broadcast television, cable television and all other forms of media covering each AFL game with radio, broadcast television, cable television and phone outlets, and reasonable Premises facilities for radio and television purposes, including an interview room area for interviews of athletes, officials and others. The Club will be charged \$500.00 in cabling fees for its own production of television broadcasts of its Games which originate from the Premises. The City will charge non-Club broadcasters \$1,000.00 for this service.

(b) City shall provide the public address system, video board system, and video/broadcast production room. There shall be no additional charge per game for use of the center video board and ribbon boards (with such use subject to the Orlando Events Center Enterprises, LLC's advertising rights and their rights to 50% of the usage time). Any labor associated with their use shall be only performed by a Director-approved provider, and labor charges associated with such use will be the responsibility of the Club.

(c) City shall provide any available in house technical equipment at no additional expense to the Club.

(d) Club shall pay the actual cost of rental of any equipment which the City must rent for the benefit of the Club. In this regard, the City acknowledges that all City owned chain hoist motors (not in fixed positions for other use) and forklifts can be used by the Club during the term without rent or payment. The installation of that equipment shall be paid for by the Club at the City's actual cost for the same.

(e) The Club shall be responsible for the costs of any graphic design specialist and/or programmer or other person(s) who programs entertainment for display on the display equipment at Standard Orlando Venues Rates, who shall be under the direction of Club personnel. The City shall, at no expense to the Club, supply existing electric power as may be required for the operation of the display equipment.

7. Removal of Equipment. Unless otherwise agreed to, the Club shall remove all equipment owned by the Club from the Premises no later than ten (10) business days after the Club's last home Game each season. The Club shall pay the City five hundred dollars (\$500.00) for each day that the equipment remains on the Orlando Venues property after the above referenced deadline.

8. Concession Rights.

(a) The City shall retain all concession rights, except that the Club shall be allowed the right to print, sell and/or distribute programs and advertising contained therein, as well as the right to sell Club-related novelty items and Club-related merchandise and to retain all revenues derived from the sale of such programs, advertising and merchandise. All storage of and security for the Club's merchandise is the Club's responsibility. If the Club has consecutive games and no non-Club events are scheduled between the Club games, the City will work with Club to find a location with the Premises to temporarily store Club merchandise. The Club, shall be responsible for all costs incurred (salaries, commission, taxes, cost of goods sold, etc) relating to the merchandise sold by the Club. The City shall furnish existing space to the Club solely in connection with effectuating the sales or distribution of the items in Section 8 (a) at no additional cost to Club.

(b) The Club shall not allow food and/or beverages, including alcoholic beverages, to be brought into the Premises for the purpose of onsite resale to patrons of the Club without the Director's prior written approval. However, the City shall cooperate with the Club in creating ticket packages that include food and beverages.

(c) The City reserves for itself or its agents, contractors or concessionaires the sole right to the sales of all foods, beverages (alcoholic and non-alcoholic), and confections for consumption on the Premises or Outdoor Space. The City will share with the Club from the net commissions (as defined in the Agreement for Foodservice Management between the City and Orlando Foodservices Partners dated July 9, 2010 ("Foodservice Agreement," attached hereto as Exhibit "B" and as amended from time to time which amendments shall be provided to Club in advance of implementation) received by the City for each Game Day from its concessionaire

under the Foodservice Agreement for the season based upon the following calculation. For years one and two of this Agreement, all net commissions received by the City for each Club Game Day shall be split 50% to the City and 50% to the Club and will be allocated within each Game Day settlement. For year three of this Agreement, all net commissions received by the City for each Club Game Day shall be split 60% to the City and 40% to the Club and will be allocated within each Game Day settlement.

(d) The City shall provide to the Club full foodservice concession sales figures at each Game Day settlement so that the Club can track sales and forecast concession revenue, sales trends, and other issues related to concession income.

(1) The term "foodservice concessions" shall mean any food or beverage consumable item sold in the Premises and Outdoor Space and in the stands on Game Days and Club Events pursuant to the Foodservice Agreement.

(2) Club shall not distribute sample food or beverage consumables to patrons without the permission of the Director.

9. Parking. The City shall provide the Club on each of the Club's Game Days and Club Events, the use of four hundred (400) parking spaces in the Geico Garage at no charge to the Club or the persons using such parking spaces. Any additional spaces in the Geico Garage are available at the posted rates. The parking spaces will be used by the Club's personnel, sponsors, and ticket packages and the Club shall not otherwise resell or provide the parking spaces to any third party. The City shall also provide the Club for Club's non-Game Day practices the use of thirty (30) parking spaces at no charge to the Club or the persons using such parking spaces provided that such persons are at the Premises for the Club's non-Game Day practices and the Club shall not otherwise resell or provide the parking spaces to any third party.

10. Signage and Advertising

(a) The City shall post notice of the Club's next upcoming Club Event or Game on the Premise's marquees not later than one day prior to the event or earlier if available based on available event inventory and such notice shall be posted as a part of any other event advertising rotation until the start of the Game or Club Event. City retains the right to have other event information on a rotation on the marquee.

Advertising Rights. All rights to advertising and signage in the Premises by the Club are subordinate to the advertising and signage rights of Orlando Events Center Enterprises, LLC ("OECE") as detailed in the Events Center Use Agreement and as amended between the City of Orlando, Florida and Orlando Events Center Enterprises, LLC ("City/OECE Agreement," a copy of which is attached hereto as Exhibit "C"). The Club acknowledges that it has received a copy of the City/OECE Agreement dated February 11, 2008, and its amendment, dated January 27, 2014. The Club affirmatively states that it has reviewed the City/OECE Agreement as amended. As a condition of entering into this City/Club Agreement, Club affirmatively states that it understands the City/OECE Agreement as amended, and that any rights that the Club has to sponsorship and/or advertising and related revenues are subordinate to the rights of OECE as set forth in the City/OECE Agreement as amended as it exists as of the date of this Agreement

and as the City/OECE Agreement may be amended in the future without Club's approval. The City shall provide immediate written notice of any amendment to the City/OECE Agreement to Club. In the event that any amendment materially and adversely affects the Club's rights under this Agreement, the Club shall be entitled to terminate this Agreement without penalty or further obligation in its sole and absolute discretion. The Club specifically acknowledges that the Exclusive Magic Advertising Categories are subject to be supplemented and changed as provided for in the City/OECE Agreement.

However, at a minimum to the extent that they do not conflict with the pre-existing OECE advertising rights, during Club's Game Days and other Club Events, as described below in Section 33, the Club shall have the exclusive advertising rights on the AFL playing surface (except that the logo of the building shall remain unobscured on the field), on the dasher boards pads, on temporary banners and signs, on special table advertising in the interior of the Premises, and any other location on the Premises which does not replace or cover up existing signage. During its use periods, the content and programming of the scoreboard/video system shall be under the direction of the Club except as detailed in the City/OECE Events Center Agreement. The City and the OECE share the right to control the content and programming on the LED monitors. To the extent that the City has inventory, the Club may use the LED/Center hung Video Board, but per the City/OECE Events Center Agreement, the OECE has the right to half of the time on the LED/Center hung video board for its sponsors. The Club shall retain all rights to radio, video, Internet, and any broadcast form of its Game Days and its other events. The Club shall also retain all rights to programs, newsletters and any other printed media it uses in conjunction with the marketing of the Club or its Games. The labor and expenses related to the sales, fabrication, installation and removal of Club advertising is the responsibility of the Club. All revenues derived from such Club advertising sales described in this Paragraph shall belong to the Club. The Club acknowledges that other licensees also may be using the dasher boards and that the dasher board advertising will be covered with padding or other coverings during these other tenant games and events and will not be visible.

Club shall not permit, display or distribute any advertising, make public address announcements, or distribute, promote or sample products or services in the occupied Exclusive Magic Advertising Categories as provided in the City/OECE Events Center Agreement, and as amended from time to time. The Club shall, however, be permitted to sell sponsorship inventory to the Exclusive Magic Advertising Categories companies.

Further, Club shall not allow competing companies or interests that conflict with sponsors in the occupied portions of the Exclusive Magic Advertising Categories to be associated in any way with the Premises including but not limited to any in-market advertising or mentions (includes, but is not limited to, print, radio, TV, web, outdoor billboards, and social media).

(d) Advertising Rates and Revenue. To the extent that it is permitted to sell and place temporary advertising within the Premises during its events, the Club shall have the right to negotiate and determine advertising rates to be paid for advertising within the areas which the Club is entitled to control and to receive all of the revenues from the sale of such advertising. The Club shall pay all costs incurred in connection with those sales.

(e) The Club's Right to Photograph and Display. The Club shall have the right to photograph, videotape, or otherwise record the operation of the display equipment at any time Club-specified signs or messages, or any signs or messages supplied by the Club to advertisers, are displayed. The Club may use photographs, tapes or recordings of advertising displays or otherwise for the purpose of marketing its products.

(f) Approval of Advertisers and Advertising Copy. The City, through its Director, in its sole discretion, may deny the display within the Premises of any Club advertisers and any advertising copy, if the Director reasonably determines that the advertiser or advertising copy is obscene, profane or indecent or violates City contracts.

11. Media Transmissions.

(a) The parties agree that the copyright to all "Media Transmissions" referenced under this Paragraph shall vest solely with the Club and/or its designee(s) or assignee(s). The Club may freely share in or assign the copyrights to these transmissions at its sole discretion.

(b) It is understood by the City that the Club must comply with any federal "Anti-Blackout Rule" and all other rules of Congress, the Federal Communications Commission and the AFL with respect to Media Transmissions of its games.

(c) For its own Media Transmissions of its games which originate in the Premises, the Club shall have the right to use whatever City controlled rooms are available in the Premises for such use and such use is included in the License Fee. The Premises technical staff will be available to the Club and to visiting AFL teams or non-Club media at the Standard Orlando Venues Rates.

12. Ticket Administration.

(a) The Amway Center Box Office will be the primary box office for individual ticket sales for the Club's games and all tickets sold will follow the terms and conditions of the Orlando Venue agreement with the contracted supplier of ticketing services, which is currently Ticketmaster. All money received from the sales of tickets for the Club's events by the Amway Center Box Office shall belong to Club, but shall at all times be under the charge and control of the Director or designee and shall remain so until completion of each Game and until the full and satisfactory settlement of all fees and charges incurred in connection with each Game or Club Event have been settled. The Club will pay the current credit card fees (not more than three percent) from sales of tickets at the Amway Center Box Office. There currently is a \$2.00 service fee for any tickets sold at the Amway Center Box Office, excluding complimentary tickets, which fee shall be assessed solely on individual tickets sold at the Amway Center Box Office and charged to purchasing customer.

(b) The Club will have sole and exclusive responsibility for and assume all costs for the control of, the accounting of, and the administration of sales of season, group, promotional, complimentary, and package sale tickets to Game Days and other Club Events at the Premises. The Club shall have the right to sell individual tickets, but shall include the facility fee charge as stated in Paragraph 12(f) and a service charge of \$1.00 and reimburse the City for

both the facility fee and box office service charge at settlement. It is specifically understood and agreed that the Amway Center Box Office service charge of \$1.00 shall only be applicable on individual tickets and not due on any season tickets, group tickets sold or complimentary tickets. If the Club opts to sell any individual tickets for its Games or Club Events, the City shall have the right to audit any of Club's records regarding those sales upon request to ensure that the City has been paid appropriately. For all individual ticket sales, the Club must utilize the services of the City's contracted supplier of ticketing services and is subject to its requirements including bonding requirements, if any. The Club shall have the right to establish any and all prices for all tickets regardless if sold by the Club or the Amway Center Box Office. All tickets must be appropriately bar coded. The Orlando Events Center Enterprises, LLC or Orlando Magic, Ltd. which run the Amway Center Box Office shall provide ticket sellers on the Club's Game Days and Club Events in accordance with the terms of this Agreement. The expense for that staff will be the responsibility of the City and shall be included as part of the License Fee. The Club shall provide a ticketing representative three hours prior to each event to assist with ticketing issues that may arise. The City shall provide an accounting for all tickets sold by the City, at, or prior to, settlement and the Club shall have the right to audit any of City's records regarding those sales upon request to ensure that the Club has been paid appropriately. The City shall have no obligation to the Club for the collectability of payment accepted in forms other than cash or by credit card.

(c) Ticketmaster Agreement. The Club will utilize the services of Ticketmaster, or its successor, for single game computerized ticket sales under the identical rates and terms of the City's or OECE's existing and subsequent agreements with Ticketmaster or its successor.

(d) Box Office Reporting. The City shall provide a statement detailing all standard and reasonably requested ticket data from each Game Day or event, including but not limited to ticket usage by code, ticket usage by gate and an accounting of discounted coupons by type, via an on-line path providing the Club with direct access to this information through the Internet.

(e) Complimentary Tickets. Only the Club shall be authorized to issue complimentary admission tickets or credentials, and it shall do so at its sole discretion. Provided however, the Club shall give 16 tickets to the City for the City Suite and 16 tickets to the Orange County, Florida for the County Suite at no charge for each Game and Club Events. In addition, Club shall provide the City with up to 20 complimentary tickets per Game, the amount to be determined in its sole discretion, within the top three price tiers, provided however that if all tickets for the first three tiers have been sold, Club shall provide the next best available seats to City. No Facility Fees or Service Fees will be charged to complimentary tickets.

(f) Facility Fees. A facility fee based on the City Of Orlando approved facility fee schedule will be added to each individual ticket and each ticket within a season ticket package sold for Club's Events at Premises. This facility fee schedule shall be provided prior to each season and be identical to the facility fee charged to all other similar licensees including but not limited to the Orlando Magic and Orlando Solar Bears. The City shall retain this Facility Fee. This facility fee schedule is currently set at: for tickets priced at less than \$20.00, the facility fee is 5% of ticket price rounded up to the nearest quarter; for tickets priced between \$20.00 and less

than \$100.00, the facility fee is \$2.00; and for tickets priced at \$100.00 and up, the facility fee is \$2.50. This fee is subject to change as approved by the Orlando City Council. Any changes shall be communicated to Club in advance of their implementation and shall not be retroactively applied to any previously-sold tickets. The City agrees that this fee may be charged as a service fee directly to the purchasing customer.

(g) Ticket Promotions. All ticket promotions must be approved by the City.

13. Scheduling Playing Dates.

(a) Club understands and agrees that the Orlando Magic and Orlando Solar Bears' schedules may be finalized prior to the Club, and City makes no warranty as to the availability of any certain dates. Upon review of the Orlando Magic and Orlando Solar Bears' schedules, the City shall provide the Club with an Available Dates List. The Available Dates List shall provide Club all dates falling within the AFL season that are not taken (previously contracted) or held and the City shall use commercially reasonable efforts to ensure that the Club is able to comply with AFL scheduling requirements within the City's contractual limitations. The City understands that scheduling weekend Games is of the utmost importance for the Club and will use all commercially reasonable efforts to ensure as many Club Games as possible will fall on a weekend date. As of this agreement, holds currently exist, and may change, for a multi-week event for June 24, 2015 through July 26, 2015, July 8, 2016 through July 24, 2016, and July 7, 2017, through July 23, 2017. Any held dates of other users may be challenged if they are dates the Club and the League determine would be game dates. Holders of challenged dates will have 48 hours to contract with the City or those dates will be released for Club's use. Prior to the Club and AFL finalizing their schedules, any Available Dates given to the Club may be requested back by the City prior to the AFL final scheduled being released if the City believes that they are High Impact dates. This will not be considered a take-back or buyout as provided below if the AFL season schedule has not yet been released to the public. The Club has the ability to reschedule any Games, subject to availability, without penalty and without any obligation to pay License Fees or other charges by providing City with no less than thirty (30) days prior written notice.

(b) During the AFL season, if any other contracted dates free up, such dates will be available to the Club and Club shall have right of first refusal to select said date (subject to the pre-existing contractual rights of other licensees).

(c) City's Buyout Clause. The City shall have the option to take back scheduled Club Game Days and reschedule the same on all of the following conditions:

- (1) City will give the Club at least six (6) weeks advance written notice. At no charge to the Club, the City shall work with the Club and utilize City's in-house resources to assist with informing the public of the new dates for the Club's rescheduled games. City shall pay for all City costs associated therewith.
- (2) City will provide the Club first priority choice for a replacement date from all unscheduled inventory of dates at the time of notice.

- (3) City will not exercise this option on the Club's season opener, All-Star game, or any confirmed playoff Games.
- (4) The event the City desires to schedule in place of the Club's Game Day is reasonably expected to draw at least 7,000 persons in paid attendance or generate at least \$25,000 in net revenue to the City ("High Impact Dates.")

(d) In the event of rescheduling by the City within the above conditions, the City will pay a rescheduling fee of \$5,000.00 to the Club or will give Club a \$5,000.00 credit towards any sums owed by Club to the City. The City will provide available weekend dates defined as Fridays and Saturdays for weekend Games that are affected by this clause. If there are no available weekend dates within three weeks of the original Game date then City will pay an additional \$5,000.00 to the Club. If City provides weekend dates within the three-week period and the Club declines the dates, then City will pay only the original \$5,000.00 rescheduling fee to the Club.

14. The Club's Failure To Use The Premises On Reserved Dates; Credits; Rescheduled Games. If for any reason not specified in Paragraphs 15-17 below, the Club fails to use the Premises on a date reserved by the Club, the Club does not reschedule its use within thirty (30) days prior to the date reserved by Club, and the City is unable to rent the Amway Center to another user on such date, the Club shall pay the City the License Fee for each Game Day date not so used. There shall not be any charge to the Club for the Club's failure to use the dates scheduled pursuant to the provisions of Paragraph 13(c) above.

15. Occurrences Preventing Use of Premises. If a labor dispute, act of God, disaster, riot, or closure of the Premises by a governmental authority, or any other unforeseeable happening beyond the reasonable control of the City prevents the City from providing the Premises to the Club on any date reserved for use by the Club, the City shall not be responsible for or liable to the Club for damages because the Club shall not be able to use the Premises. The City shall extend the Club a preference according to the established priority (Magic, Solar Bears, long term tenants (i.e. Ringling Bros Circus), previously contracted events) in rescheduling any Game cancelled for any of the reasons mentioned in this Paragraph.

16. The Club's Performance Made Impossible; Duty to Play. Notwithstanding the provisions of this Agreement, the Club shall be excused and relieved from its obligation to pay the License Fee and other charges if performance thereof is made impossible or prevented by law, proclamation or decree of any governmental authority, casualty, or damage to the Premises which prevents the playing of any regularly scheduled Game or if performance of the Club's obligations under this Agreement is prevented or substantially impeded by any act of God, public enemy, riot, casualty, labor dispute, disaster, closure of the Premises, or other cause beyond the reasonable control of the Club. If any regularly scheduled Game is not played for any of the foregoing reasons, the Club shall use its best efforts to reschedule same with the cooperation of the City and the AFL at the earliest date for any of the reasons mentioned in this Paragraph.

17. Terrorism/Hurricane Safety. The Club may, without financial or other penalty, or obligation to pay the License Fee or any other charges, reschedule any Game Day or other Club Event in which, due to a recent terrorist attack or the threat of a terrorist attack, local or otherwise, or due to an impending, occurring or recently occurred hurricane or other natural

disaster, the Club reasonably believes that it would be potentially unsafe or inappropriate to conduct the playing of a Game or Club Event. In such instance, the Club shall endeavor to provide as much advance notice as reasonably possible to the City, and both parties shall work together as soon as is practically and reasonably possible to use their respective resources to notify the public and to select a mutually agreeable date to reschedule the postponed Game Day or other event without payment of a rescheduling fee.

18. Relationship With AFL. The business of the Club includes operating a professional football team in the AFL. In matters related to such activities, the obligations of the Club's AFL team under this Agreement are subject to the constitution, bylaws and rules and regulations of the AFL. The Club warrants that it shall be and remain a member in good standing in the AFL, a successor league or another equivalent minor league organization. The Club hereby warrants to and specifically covenants and agrees with, the City as follows:

(a) To its knowledge, no rule, regulation, policy, constitution or bylaw (or any provision of any thereof) of the AFL prohibits, limits or affects in any manner or respect the right or power of the Club to enter into, accept or perform each and every one of the terms, commitments and provisions of this Agreement.

(b) Notwithstanding anything to the contrary contained herein, this Agreement is expressly contingent upon the Club's ownership being approved by the AFL.

19. The Club's Improvements, Additions and Alterations.

(a) Work at the Club's Expense. All improvements, additions and alterations made to the Premises to convert the same to the condition desired by the Club for the operation of its business must be approved in advance by the Director in writing, and shall be performed at the expense of the Club and at no expense to the City unless otherwise specifically agreed by the parties in writing or as expressly set forth elsewhere in this Agreement. Notwithstanding the foregoing, City acknowledges that it has performed under a similar Agreement in the past and warrants that the Premises are in the same operable condition as during such prior agreements and no additional work is anticipated to be performed to operate under the terms of this Agreement.

(b) Permanent Improvements, Additions and Alterations Become City Property. All permanent improvements, additions and alterations made to the Premises, shall become the property of the City upon the expiration or termination of this Agreement, and shall remain with the City facility as a part thereof at that time without molestation, disturbance or injury. Trade fixtures and equipment of the Club shall remain the property of the Club and may be removed by the Club upon the expiration or termination of the Agreement.

20. Damage and Destruction.

(a) Notice. The Club shall submit verbal or written notice to the Director regarding the circumstances of any material damage or destruction to the Premises, of which the Club is aware within a reasonable time after the Club becomes aware of the occurrence of any such event.

(b) Suspension of Obligation to Pay Fees and Charges in Event of Nonusability of Amway Center. In the event that fire or other casualty destroys or damages the Premises so extensively as to render the Premises unusable for Games or Club Events, the Club's obligation to pay License Fees and charges pursuant to this Agreement shall be suspended until the Premises is made usable for such purposes. However, in the event that only a portion of the Premises is destroyed or damaged, but not to an extent that would prevent the playing and viewing of a Game and attendance by the Club's patrons ("Affected Game"), the License Fees and charges payable pursuant to the Agreement shall be equitably prorated, and the Club shall pay an amount that is proportionate to the portion of the Premises that remains usable for the purpose intended, including all facilities licensed under this Agreement. By way of example, if damage to the Premises does not prevent the play or viewing of a Game, however 10% of the building space typically licensed and used by the Club is unavailable, then the pro-ration for the Affected Game would be a 10% discount off the License Fee and other charges; however in the event that the damage prevents the Club from obtaining some or all ticketing, sponsorships, food & beverage, novelty and or any other on-going accrued revenue during an Affected Game, then an additional offset against the License Fee and other charges will be determined and applied by subtracting the actual gross receipts from each revenue line impacted by the non-usability for each Affected Games from the average of the Club's gross receipts for the all prior non-Affected Games played during the current season. If the Club makes a claim for lost advertising revenues under this provision, it agrees to allow the City to review and audit Club's applicable records to verify the amount claimed.

(c) Repair of the Premises. In the event that the Premises or any portion thereof shall be materially damaged or destroyed, whether due to fire or other casualty or to construction defects or any other reason, to such degree that the Club is unable to continue to play its AFL football games in the Premises, the Club shall have the option to either (1) terminate this Agreement after ten (10) days prior written notice to the City, or (2) request the City to commence repair and restoration of the Premises in a good and workmanlike manner and proceed to complete such repairs at the City's sole cost and expense as expeditiously as possible. The Club shall have the right, without financial or other penalty, or obligation to pay the License Fee or any other charges, to the City, to play in another facility during the period of repair or restoration of the Premises. If the Club elects to have the City repair and restore the Premises and the City does not proceed as soon as reasonably practical to complete such repair and restoration of the Premises, the Club may immediately terminate this Agreement in writing without further obligation. If the City determines that it is not in the public interest to repair and restore the Premises, the City may terminate this Agreement upon thirty (30) days prior written notice to the Club; provided, however, in the event this Agreement is terminated as outlined in this sub-Paragraph 20(b) and the City does repair and restore the Premises at any time during what would have been the remaining term of this Agreement, the Club shall have the option for ninety (90) days after completion of the repair or restoration to elect to use the Premises for the same price and on the same terms and conditions as provided in this Agreement at the time of termination, with the term and effects of this Agreement, having been suspended during the period of time for which the Premises is unavailable (the "Down Period"), and the terms and effects being extended for an amount of time equal to the sum of actual days between and including the date of the event which materially damaged or destroyed the Premises and one day prior to the first date in which the Club resumes its play of an AFL game in the Premises. The

Club's ability or choice to play in another facility during the Down Period shall have no effect on the rights or remedies of this sub-Paragraph 20(c).

(d) Club Damage of Premises. The Club shall use commercially reasonable efforts not to damage or in any manner deface the Premises, its fixtures or equipment and shall not cause anything to be done whereby the Premises, its fixtures or equipment shall be in any manner defaced or damaged. In the event that during the period of the Club's use, the Premises is damaged or defaced by the willful misconduct or negligence of the Club, its officers, agents, contractors, servants or employees, the Club shall pay to the City such reasonable sum as is necessary to restore the damaged portion of the Premises to its condition immediately prior to the occurrence of such damage. Notwithstanding the provisions of this sub-Paragraph 20(d), the Club shall have no responsibility to restore any portion of the Premises which is damaged or defaced by reason of normal wear and tear, casualty, or force majeure.

21. Liability for Bodily Injury and Property Damage; Insurance.

(a) Commercial General Liability Insurance. The Club shall secure and maintain at all times during the term of this Agreement, at the Club's expense, one or more policies of general liability insurance as required below:

- (1) Liability Limits. The limits of liability shall not be less than One Million Dollars (\$1,000,000) Combined Single Limits (bodily injury and property damage).
- (2) Coverage. Coverage shall be provided for general liability for any injury, death, damage and/or loss of any sort sustained by any person, organization or corporation (including the Club and any of its officers, employees and agents) in connection with any act or omission upon, or use or occupancy of the Premises and Thunder Field and for any activity performed by the Club, its officers, agents, contractors, servants or employees, under this Agreement and shall include premises liability; blanket contractual liability; broad form property damage; independent contractor; products and/or completed operations; personal injury, and fire legal liability. Such insurance will specifically include coverage for all injuries or deaths caused by use of the playing field surface. All such insurance shall be primary to any other insurance that may be valid and collectible.
- (3) Authorized Carriers. The insurance described herein shall be obtained from insurance companies duly authorized to issue such policies in the State of Florida and having a financial condition of "XI" or the equivalent as rated from time to time by Best's Rating Guide or any successor or substitute rating service accepted by the Club and the City.
- (4) Naming of the City as Additional Insured. The City shall be named as an additional insured in such policy(ies) or an endorsement thereto in the following manner:

"The City of Orlando is an additional insured for all coverages provided by this policy of insurance and shall be protected by this policy for any claim, suit, injury, death, damage or loss of any sort sustained by a person, organization or corporation in connection with activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured under and in accordance with this Agreement."

"The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Orlando, Orlando Venues Department, 400 West Church Street, Suite 200, Orlando, Florida 32801."

(b) Evidence of Insurance. The Club shall deliver to the City a copy of all policies required hereunder and all endorsements thereto or other evidence to reasonably satisfy the City that the Club has secured or renewed and is maintaining insurance as required by this Agreement, as follows:

- (1) Within fourteen (14) days prior to the Club's first use of the Premises including Practice Fields.
- (2) Within five (5) City business days prior to the expiration or renewal date of each such policy.
- (3) Within five (5) City business days after the Club's receipt of a written request therefor.

(b) Adjustments of Claims. The Club shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the operations and use by the activities of Club and its contractors under this Agreement.

(c) City Insurance. The City agrees to maintain a property insurance policy or self-insurance program for the Premises. The City, except for its deductible, agrees to waive any subrogation rights for claims made against its carrier for any claims which otherwise would be covered by the City's property insurance policy.

22. Indemnification. In consideration for the use of the Premises and the Practice Fields described herein, the Club hereby agrees to defend and indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action, including attorney's fees and attorney's fees on appeal of any kind and nature to the extent arising out of or in any way connected with the Club's use or occupancy of the Premises, or Practice Fields or its use by Club's licensees, performers, agents, servants, employees, customers, patrons or invitees, arising out of or in any way connected with the operation or conduct of any athletic game, exhibition, show, promotions or business of the Club, or permitted or allowed by the Club, or arising out of or in any way connected with any act or omission of the Club or its licensees, performers, agents, servants, employees, customers, patrons or invitees, whether at the Premises, resulting from injury to

personal property, or loss of life or property of any kind or nature whatsoever sustained during the term hereof, in or about the Premises. Notwithstanding the foregoing or anything to the contrary contained elsewhere herein, in no event shall the Club's indemnification obligations under this Agreement extend to (and the Club shall have no liability with respect to) any Claims arising out of or related to the (i) breach of this Agreement by the City, (ii) willful misconduct or gross negligence of the City and/or the City's employees, agents, officers, concessionaires, vendors, contract parties or any other parties claiming by, through or under the City, or (iii) breach of any agreement between the City and any third party (including without limitation agreements with concessionaires, security, janitorial, maintenance, etc.). The City hereby agrees to defend and indemnify and hold harmless the Club from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action, including attorney's fees and attorney's fees on appeal of any kind and nature to the extent arising out of or in any way connected with: (i) the City's breach of any provision of this Agreement; (ii) the City's violation of any state, federal or local law, rule, statute, regulation or ordinance; or (iii) the willful misconduct or gross negligence of the City and/or the City's employees, agents, officers, concessionaires, vendors, contract parties or any other parties claiming by, through or under the City in connection with its performance under this Agreement. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to the Club (or any person or entity claiming under or through the Club) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

Notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to Club (or any person or entity claiming under or through Club) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28 of the Florida Statutes which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

23. Compliance with Law. As to the performance of the parties obligations of this Agreement, each party at its sole expense shall conform and comply with and shall take reasonable precautions to ensure that every person it admits to the Premises and the operations within their respective control abides by and complies with all applicable laws of the United States (including provisions of Title III of the Americans with Disabilities Act within the control of the Club) and the State of Florida. The parties at their sole expense, shall conform and comply with the Charter and ordinances of the City of Orlando, rules and regulations of the Premises, fire, health and police departments and licenses, permits and any directives issued by any authorized official thereof. Notwithstanding the foregoing:

(a) Licenses. The Club shall obtain all licenses, including but not limited to music copyright licenses from BMI, ASCAP, and SESAC as applicable, permits and authorizations required by law for the Club to conduct its business. Club shall show proof of such documentation to the City within forty-eight (48) hours of the City's request to Club.

(b) Taxes. The Club shall pay, upon receipt from the City of notice thereof and an invoice therefore, all taxes, levies and assessments arising from its activities in, on, from or involving occupancy and use of the Premises, including taxes arising out of the activity or business conducted in the City facility; taxes levied on its property, equipment, improvements; taxes levied on the Club's interest in this Agreement and any leasehold interest deemed to have been created thereby; and taxes levied in any manner as a result of this Agreement of the interest created herein. Such assessments shall include any notifications from any music copyright holder that Club has made unlicensed use of music at the Premises or the Practice Fields. Failure to pay such taxes or assessments within ninety (90) days after the City's notification to Club of same shall be a breach of this Agreement.

(c) Nondiscrimination. The Club and the City agree to, and shall comply with, all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, age, sex, sexual orientation, gender identity, marital status, or the presence of any sensory, mental or physical disability.

(d) Fire Safety Standards. The Orlando Fire Chief or his designee shall have the authority to determine, in the reasonable exercise of his discretion, the number of persons that may be admitted to, and safely and freely move about in, the Premises. The Club shall not sell or issue home game tickets or credentials for admission to the Premises in an aggregate number that exceeds the Fire Chief's determined number.

24. No Nuisances or Objectionable Activities. The Club shall not permit any excess or objectionable noise, odor, dust, vibration or other similar substance or condition to remain on or be emitted from the Club Areas non-customary to the presentation of sports and entertainment arena events; shall not create any nuisance in or adjacent to the Club Areas or the Premises non-customary to the presentation of sports and entertainment arena events; and shall not do anything in the Club Areas and/or the Premises that will create an unreasonable danger to life or limb.

25. Books and Records; Audit.

(a) The Club shall permit the City to inspect and audit, upon reasonable advance notice and during regular business hours, the attendance and other records of the Club for any Game Day or Club event necessary for the City to administer this contract. Such records shall be retained for three (3) years.

(b) The City shall keep true, full, separate, accurate and complete accounting records and proper books relative to its business with the Club, including concession operations and ticket sales, and shall maintain all of said records for at least three (3) years. Such records shall be subject to review by the Club for determining the accuracy of costs, charges and fees imposed on the Club, as well as revenues, rebates and other accrued receipts due the Club by the City, or by any City contractor, sub-contractor or other such vendor. The Club shall have the right, during regular business hours, to examine and inspect the books and records of the City for the purpose of investigating and verifying the accuracy of any statement of costs, charges and fees imposed on the Club, as well as revenues, rebates and other accrued receipts due the Club. At its own expense, the Club may cause an examination of the books and records of the City to

be made by the Club or a person or persons selected by the Club. In the event that such audit or examination reveals greater than a five percent (5%) discrepancy, the City shall reimburse the Club for its costs and expenses related to the audit or examination.

26. Quiet Enjoyment of Premises. Subject to the other provisions of this Agreement, the City shall not unreasonably interfere with the operation of the Club's Game Day and incidental activities, including, without limitation, the selection and marketing of entertainment, contests, promotions, talent, giveaways, music, lighting, advertising, synchronization of scheduling, costuming or other variable to which, the enactment of such are legal and do not conflict with the City's contractual obligations and satisfies professional requirements and standards of the AFL and all applicable local, state or federal law, or to which may be considered customary and ordinary within the presentation of professional sports events and ancillary promotions.

27. Subcontracting or Assigning. The Club shall not subcontract, assign or otherwise transfer to another person or entity any of its material responsibilities of this Agreement without the prior approval of the City, which approval shall not be unreasonably delayed, conditioned, or withheld. Provided, however, the Club may assign its rights and duties hereunder to AFL or to any purchaser of the Club or its AFL rights and agreements with the consent of the City. Except as otherwise set forth above, no assignment of, or subcontract under, this Agreement shall release or relieve the Club of or from any of the obligations on the Club's part to be kept and performed under this Agreement. Any such assignment, subcontract, sale or transfer shall be subject to the terms and provisions of this Agreement. In the event of any assignment of this Agreement, or the sale or other transfer of ownership interest in the Club or the AFL rights and agreements, the Club shall cause to be delivered to the Director, simultaneously with any assignment, sale or transfer, an instrument, in writing executed by the assignee or transferee, by which the assignee or transferee shall assume and agree to perform all of the terms and provisions of this Agreement on the Club's part to be kept and performed that have not been fully performed previously.

28. Default; Remedies.

(a) The Club shall be in default of this Agreement:

- (1) if it fails to pay any amounts due under this Agreement; or
- (2) if it breaches any material provision of this Agreement, including but not limited to the provisions of Paragraph 23 above, or material and repeated breach of any rules and regulations reasonably promulgated by the City of Orlando with thirty (30) day notice to cure and provided to the Club; or
- (3) if it materially violates any applicable Federal, State, or local laws or ordinances during its use of the Premises; or
- (4) If the scanner/turnstile count for the season averages less than 6,000 for Friday and Saturday night games. These averages will be calculated and notice provided by City to the Club within 30 days of the final Game Day

of the season and playoffs; otherwise default for this reason is waived by the City; or

(5) if the “AFL” is comprised of less than ten (10) teams; or

(6) if the Club or AFL should dissolve or cease doing business as a viable concern or become insolvent or bankrupt; and

(7) if any of the foregoing is not cured within ten (10) business days of receipt of written notice from City of such default.

(b) In the event of an uncured default of the Club under Paragraph 28 (a), the City may have one or more of the following remedies in its discretion:

(1) Declare any past due sums immediately due and payable;

(2) Terminate this Agreement by giving the Club written notice of termination which shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the City might have for past or current breaches. Upon termination, the relationship of the parties shall be the same as if the term had fully expired, and the City may re-enter the Premises, remove all persons therefrom and resort to any legal proceeding to obtain such possession, and the Club shall, notwithstanding re-entry, pay the full amount of the License Fees for all Game Days and events actually held as of the date of termination, but shall not be liable to pay any future License Fees or other charges for any Games or Club Events that have not yet occurred; or

(3) Pursue any other remedies and damages available to the City either at law or equity.

(c) Except as specifically provided otherwise in this Agreement, in the event the City fails to perform any of its obligations under this Agreement after written notice and ten (10) business days opportunity to cure, the Club may terminate this Agreement with notice and may sue for specific performance, damages, and pursue any other remedies available at law or equity.

29. Notices. Any notice or communication to be given by one party to the other under this Agreement must be in writing and may be given by facsimile transmission with confirmation of receipt, by nationally recognized overnight courier service, or by registered or certified mail. Such notice or communication shall be deemed to have been given and received when a registered or certified letter containing such notice or communication, properly addressed, with postage prepaid, return receipt requested, is deposited in the United States mail, but if given otherwise than by registered or certified mail, it shall be deemed to have been given when received by the party to whom it is addressed. Such notices or communications shall be delivered or sent to the following respective addresses or to such other address as the parties, from time to time, may specify in writing:

If to the City: Orlando Venues Executive Director
Attention: Allen Johnson
City of Orlando
400 West Church Street, Suite 200
Orlando, Florida 32801

Copy to: Office of the City Attorney
Attn: Amy T. Iennaco, Esq.
400 South Orange Avenue
Orlando, Florida 32801-3317

If to the Club: Orlando Predators, LLC
5601 Windhover Drive
Orlando, FL 32819
Attention: Jared Saft

Copy to: Greenspoon Marder, PA
Attn: Michael E. Marder
201 E Pine St.
5th Floor
Orlando, FL 32801

30. Attorneys' Fees. In case suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party in such litigation shall be entitled to the costs and disbursements provided by statute and to such additional sum as the Court may determine to be reasonable for attorneys' fees and additional costs in any such suit or action and in any appeal therefrom.

31. Miscellaneous Provisions.

- a) Captions. The titles of paragraphs are for convenience only and do not define or limit the contents.
- b) Amendments. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.
- c) Time of Essence. Time is of the essence of this Agreement.
- d) Remedies Cumulative. Rights under this Agreement are cumulative; failure to exercise on any occasion any right shall not operate to forfeit such right on

another occasion. Each party shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

- e) No Waiver. No action other than a written notice by one party to the other specifically stating that such notice has the effect of a waiver shall constitute a waiver of any particular breach of default of such other party. No such notice shall waive the either party's failure to fully comply with any other term, condition or provision of this Agreement, irrespective of any knowledge that any City or Club officer, employee or agent may have of any breach or default of, or noncompliance with, such other term, condition or provision. No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- f) No Relationship. In no event shall the City be construed to be a partner, associate or joint venturer of the Club, or any party associated with the Club; nor shall the Club be construed to be a partner, associate or joint venturer of the City, or any party associated with the City. The Club is not an agent of the City, nor is the City and agent of the Club, for any purpose whatsoever. Neither the Club nor the City shall not create any obligation or responsibility on behalf of the other party nor bind the other party in any manner.
- g) Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City.
- h) Binding Effect. The provisions, covenants and conditions in this Agreement apply to bind the parties, their successors and assigns.
- i) Enforcement of this Agreement. The obligations of the parties to this Agreement are unique in nature; this Agreement may be specifically enforced by either party.
- j) Invalidity of Particular Provision. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
- k) Applicable Law; Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any action brought hereunder shall be in the Florida courts sitting in Orange County, Florida.
- l) Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any other

existing or prior agreement or understanding, written or oral, between the parties regarding the premises.

- m) Incorporation of Exhibits; Entire Agreement. This Agreement, including any exhibits attached hereto and forming a part hereof, which by this reference are incorporated herein, are all of the covenants, promises, agreements and conditions, either oral or written between the parties.
- n) Counterparts; Delivery. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. This Agreement may be executed by facsimile signatures or by electronic signatures (such as an executed PDF document emailed by a party), and each counterpart executed and transmitted by facsimile or email shall have the same force and effect as an originally executed document. A party executing and transmitting a facsimile and/or electronic executed copy of this Agreement will execute and deliver originally executed copies of the same to the requesting party.

32. Season Deposit. Within five days of the date that each of Club's season schedules is finalized, the Club shall pay to City fifty thousand dollars (\$50,000.00) to be held by City and used to pay any undisputed Club payment obligations under this Agreement that have not been paid timely by Club ("Season Deposit"). City shall automatically deduct from such Season Deposit any undisputed payment obligations owed by Club that have not been timely paid and shall provide written notice of such deduction to Club at the same time. Club may replenish or increase the amount of the Season Deposit at its discretion. The purpose of this Season Deposit is to avoid Club from having a payment default because of its clerical errors, vacation schedules, lost communications, banking errors, etc. As such, as long as the Season Deposit is large enough to cover any payment obligation of Club owed to City, if Club is late with a required payment owed to City, Club shall not be deemed in default of any payment obligation under this Agreement that is able to be paid from the Season Deposit. Thirty days after the last Game of each season any amounts not needed of the Season Deposit to pay any amounts due to the City shall be returned to the Club or credited towards the following season's deposit at the option of the Club.

33. Additional Events. Each year of the term of this Agreement, the Club shall have the right to promote two (2) AFL related event such as a "Select A Seat" or "Meet the Team" type of event at the Premises ("Club Events"). The Club may reserve the Premises for these functions on a date mutually agreeable to the Parties. The City reserves the right to change the date scheduled for this function at any time up to sixty (60) days prior to the date scheduled. The Club shall not be responsible for the License Fee for these events, but shall pay a base rent of \$5,000.00 plus all event expenses (according to the Standard Orlando Venues Rates) and any associated taxes. Such expenses shall reimburse the City for the direct and actual cost of setup and take down of the setup, all expenses and personnel reasonably required for the function, including, but not limited to, ushers, janitorial, security personnel, parking personnel, traffic control personnel and all scorer's table personnel, including the clock operator according to the Standard Orlando Venues Rates. The City shall be responsible for the operation of concessions

at the event, but the Club will share in the concession revenues only as set forth in Paragraph 8 hereof.

34. No Representations. The Club hereby represents and warrants to the City of Orlando that the Club's decision to proceed with this Agreement is a determination made without regard to any representation, statement or provision of information by any third party, including any representation of the City of Orlando, and that the Club is not relying upon any representation, statement or provision of information by the City, or any third party, in entering into this Agreement, and, instead that the Club relies on its own due diligence in entering into this Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto, by its duly authorized representatives as of the date first above written.

CITY:

TENANT:

CITY OF ORLANDO

ORLANDO PREDATORS LLC

By: _____
Orlando Venues Executive Director

By: _____
David Siegel
Its: Manager