

**AMENDED AND RESTATED DEVELOPMENT PROPERTY LEASE AGREEMENT**

**between**

**THE CITY OF ARLINGTON, TEXAS**

**as Landlord**

**and**

**BALLPARK PARKING PARTNERS LLC**

**as Tenant**

**July 3, 2017**

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## AMENDED AND RESTATED DEVELOPMENT PROPERTY LEASE AGREEMENT

This AMENDED AND RESTATED DEVELOPMENT PROPERTY LEASE AGREEMENT (this "**Lease**") is executed as of July 3, 2017, by and between the CITY OF ARLINGTON, TEXAS, a duly incorporated home rule city of the State of Texas that is governed by the constitution and general laws of the State and by its duly adopted home rule charter (with its successors and assigns, the "**City**" or "**Landlord**"), and BALLPARK PARKING PARTNERS LLC, a Texas limited liability company ("**Tenant**"), and sometimes collectively referred to herein as the "**Parties**" or singularly as a "**Party**".

In consideration of the mutual covenants set forth herein, the Rental payable by the tenants under the Existing Ballpark Lease and New Ballpark Lease (as such capitalized terms are defined herein) to the City, as the landlord thereunder, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged and confessed, Landlord and Tenant have agreed and do hereby agree as follows:

### RECITALS

A. Ballpark Real Estate, L.P., a Texas limited partnership ("**BRE**") and the City were parties to that certain Development Property Lease Agreement dated June 13, 2007, as amended by that certain First Amendment to Development Property Lease dated August 5, 2009, that certain Second Amendment to Development Property Lease dated August 7, 2009, and that certain Third Amendment to Development Property Lease dated May 13, 2010 (the "**Original Lease**"), covering the leased premises more particularly described therein.

B. BRE assigned all of its right, title and interest in and to the Original Lease to Tenant.

C. Pursuant to an election duly called and held within the corporate limits of the City pursuant to Chapter 334, Texas Local Government Code, as amended (the "**Venue Statute**"), the voters voting thereat approved the New Ballpark as an approved venue project under the Venue Statute, and authorized the City to use the proceeds from the levy and collection of certain taxes within the City for the purpose of providing the City Contribution (as defined in the Ballpark Funding and Closing Agreement defined below) in payment of a portion of the Project Costs (as defined in the Ballpark Funding and Closing Agreement).

D. Contemporaneously herewith, the City, as landlord, and Ranger Stadium Company LLC ("**RSC**"), an affiliate of Tenant, as tenant, have entered into that certain new Rangers Ballpark Lease Agreement (the "**New Ballpark Lease**") for the purposes of developing and operating the Rangers Complex (as defined in the New Ballpark Lease) which includes, without limitation, a new Ballpark (defined in the New Ballpark Lease) referred to herein as the "**New Ballpark**" on the leased premises described therein (the "**New Ballpark Property**").

E. The Parties now wish to amend, restate and replace the Original Lease, as amended, in its entirety to, among other things, revise the legal description of the real property and evidenced thereby, and contemporaneously herewith, the City and Tenant, together with Rangers Baseball LLC ("**TeamCo**"), have executed that certain Amended and Restated Development Option Agreement (the "**New Development Option Agreement**"), and the City and TeamCo executed that certain Non-Relocation Agreement (the "**Non-Relocation Agreement**.")

F. Contemporaneously herewith, the City and RSC have entered into that certain Ballpark Funding and Closing Agreement (the "**Ballpark Funding and Closing Agreement**") for the purposes of more particularly setting forth the parties' obligations and expectations with respect to the funding and development of the New Ballpark.

## ARTICLE I

### Grant, Term of Lease and Certain Definitions

Section 1.1 Leasing Clause. Upon and subject to the terms, provisions and conditions herein set forth, Landlord does hereby LEASE, DEMISE and LET unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises, TO HAVE AND TO HOLD the Premises, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Premises, for the term herein provided, upon and subject to the terms, conditions and agreements contained herein.

Section 1.2 Term. The term for all of the Premises shall be for a period commencing on the Commencement Date (as herein defined) and shall be coterminous with the Existing Ballpark Lease or New Ballpark Lease (whichever is the last to expire or terminate), unless earlier terminated in accordance with this Lease.

Section 1.3 Condition of Premises; Denial of Warranties. The Tenant expressly acknowledges, understands and agrees (a) that it takes and accepts the Premises in their condition, location, and configuration on the Commencement Date, and (b) that, except as otherwise expressly set forth in this Lease, Landlord does not make, and expressly disclaims, any representations, warranties, or guarantees as to the condition, usefulness, suitability for any use or purpose, and the useful life of any part and all of the Premises, and Tenant hereby expressly continues, accepts and assumes possession of the Premises upon and subject to such conditions.

Section 1.4 Certain Definitions. The following terms shall have the meaning set forth below in this Section 1.4 for all purposes hereof:

(a) Act. The Section 4B of the Development Corporation Act of 1979, Article 5190.6, Tex. Rev. Civ. Stats. Ann., as amended, as aforesaid.

(b) Ballpark Funding and Closing Agreement. Has the meaning set forth in Recital F.

(c) Centerfield Office Building. That certain centerfield office building and land attached to the Existing Ballpark and having an address of 1000 Ballpark Way, City of Arlington, Tarrant County, Texas.

(d) Centerfield Office Building Lease. That certain Centerfield Office Building Lease Agreement dated June 13, 2007, pursuant to which the City, as landlord, leases the Centerfield Office Building to Rangers Baseball Real Estate LLC, as tenant, as the same may be amended or supplemented from time to time.

(e) City. The City of Arlington, a home rule city of the State of Texas.

(f) Commencement Date. The date first above written, on which date this Lease has been fully executed by Landlord and Tenant.

(g) Commissioner. The office of the Commissioner of Major League Baseball.

(h) Development Property. The tracts of land situated in the City and more fully described on Exhibit A hereto.

(i) Dispute Settlement Agreement. That certain Dispute Settlement Agreement and Agreement Not to Pursue Claim, dated as of May 3, 1999, to which the City, Rangers Baseball Real Estate LLC and Rangers Baseball Express LLC are parties.

(j) Existing Ballpark. The Major League Baseball park originally known as the "**Ballpark in Arlington**," and currently known as the "**Globe Life Park in Arlington**" and its appurtenant facilities located on the Existing Ballpark Property, excluding the Centerfield Office Building.

(k) Existing Ballpark Lease. That certain Lease Agreement dated June 13, 2007, between the City, as landlord, and Rangers Baseball LLC, as tenant, in respect of the Ballpark Property, as amended by that First Amendment dated February 12, 2009, that Second Amendment dated May 13, 2010, and that Third Amendment dated as of the even date herewith, as the same may be further amended or supplemented from time to time.

(l) Existing Ballpark Property. The tract of land and improvements bounded on the north side by East Road to Six Flags Street, on the east side by Ballpark Way, on the south side by East Randol Mill Road, and on the west side by Nolan Ryan Expressway, and being the same tract of land generally as Lot 1, Block A of The Ballpark Addition of the City of Arlington, as shown on that replat of Block A of The Ballpark Addition filed in Cabinet A, Slide 8673A, in the plat records of Tarrant County, Texas, LESS AND EXCEPT the Centerfield Office Building.

(m) Franchise. Has the meaning as such term is defined in the Non-Relocation Agreement.

(n) Franchise Obligations. The obligations of TeamCo to MLB as owner of the Franchise.

(o) Impositions. Taxes, special assessments, levies and liens for any construction performed by or at the direction of Tenant, or its affiliates (other than liens which are payable by Landlord pursuant to written agreements executed by Landlord), assessed and becoming due during the Term against the Premises and any and all improvements now or hereafter located thereon; provided, however, that building permit expenses and associated construction-related fees (such as impact fees and tap fees) shall be expressly excluded from the term "**Impositions**."

(p) Improvements. All buildings, structures and improvements and related infrastructure from time to time connected, installed or situated on the Premises, and other real and personal property associated therewith from time to time situated on the Premises.

(q) Insurance Trustee. Any bank, insurance company or financial institution selected by any Leasehold Mortgagee or, in the event there is no Leasehold Mortgagee, by the mutual agreement of Landlord and Tenant, to collect all money payable under any insurance policy pursuant to Section 6.5 hereof.

(r) Lease. This Amended and Restated Development Property Lease Agreement by and between Landlord, as landlord, and Tenant, as tenant, covering the Premises.

(s) Premises. Except as provided in Section 13.1 hereof, the Development Property, together with all present and future Improvements to the Development Property and other rights, privileges, easements and appurtenances benefiting, belonging to or in any way appertaining to the Development Property including, but not limited to (i) any and all rights, privileges, easements and appurtenances of Landlord as the owner of fee simple title to the Development Property, or any portion thereof, now or hereafter existing in, to, over or under adjacent streets, sidewalks, alleys and property contiguous to the Development Property, (ii) reversions which may hereafter belong to Landlord as owner of fee simple title to the Development Property, or any portion thereof, by reason of the closing or re-alignment of any street, sidewalk or alley or the abandonment of any rights by any governmental authority, and (iii) any and all strips and gores relating to the Development Property, or any portion thereof, and save and except all rights, titles and interests in all oil, gas and other minerals in, under, produced from or constituting a part of the Development Property (whether such minerals are considered part of the surface estate or mineral estate), all of which the Landlord hereby expressly reserves.

(t) Leasehold Mortgage. Any mortgage, deed of trust, or other instrument in the nature thereof which encumbers Tenant's leasehold interest in the Premises and any of Tenant's rights, titles and interests hereunder relating to the Premises, including (without limiting the generality of the foregoing) Tenant's right to use and occupy the Premises and Tenant's rights, titles and interests in and to any and all buildings, other improvements and fixtures now or hereafter placed on the Premises.

(u) Leasehold Mortgagee. Any mortgagee, trustee, or anyone that claims an interest by, through or under a Leasehold Mortgage.

(v) Major League Baseball or MLB. Has the meaning as such term is defined in the Non-Relocation Agreement.

(w) Mortgaged Premises. All of Tenant's leasehold estate under this Lease, or under a new lease as defined and as provided in Article VIII hereof as applicable, covered by a Leasehold Mortgage.

(x) Name Sponsor. Each sponsor for which the Premises (or portions thereof or Improvements thereon) is named from time to time.

(y) New Ballpark. Has the meaning set forth in Recital D.

(z) New Ballpark Lease. Has the meaning set forth in Recital D.

(aa) New Ballpark Property. Has the meaning set forth in Recital D.



(bb) New Development Option. The right of Tenant to obtain title to all or portions of the Development Property in accordance with the rights granted and the procedures prescribed in Article XIII of this Lease and in the New Development Option Agreement and upon the conditions set forth therein.

(cc) New Development Option Agreement. Has the meaning set forth in Recital E.

(dd) New Option on the Development Property. The option to purchase granted to TeamCo in the New Development Option Agreement effective as of the Operational Date (and therein called the TeamCo Option).

(ee) New Option on the Centerfield Office Building. The option to purchase granted to TeamCo in the Centerfield Office Building Lease effective as of the Operational Date.

(ff) New Option on the Existing Ballpark. The option to purchase granted to TeamCo in the Existing Ballpark Lease effective as of the Operational Date.

(gg) Nondisturbance Agreement. An agreement between Landlord and any Subtenant of any portion of the Premises as required by and conforming with the provisions of Section 7.3 hereof.

(hh) Non-Relocation Agreement. Has the meaning set forth in Recital E.

(ii) Operational Date. Has the meaning given that term in the New Ballpark Lease.

(jj) Option on the Rangers Complex. The option to purchase the Rangers Complex granted to RSC by the City in that Purchase Option Agreement of even date herewith.

(kk) Original Lease. Has the meaning set forth in Recital A.

(ll) Prior Option to Purchase. The option to purchase granted to TeamCo in Article 13 of the Existing Ballpark Lease, before giving effect to the changes made to Article 13 by that Third Amendment to Existing Ballpark Lease Agreement of even date herewith.

(mm) Rental. The rental for the use and occupancy of (a) the Premises, (b) the Existing Ballpark Property under the Existing Ballpark Lease, (c) the Centerfield Office Building under the Centerfield Office Building Lease, all (with respect to (a), (b), and (c)) as provided and set forth in Section 2.1 of the Existing Ballpark Lease, for the time period provided therein only (as it may be extended by mutual agreement from time to time), (d) the premises leased to BPP under the Stonegate Lease, and (e) the New Ballpark Property under the New Ballpark Lease.

(nn) RSC. Has the meaning set forth in Recital D.

(oo) Stonegate Lease. That certain Amended and Restated Lease Agreement (Stonegate, FGJN, and Division Street Land), as executed on even date herewith.

(pp) Subtenant. Any person or entity to whom or to which Tenant grants or licenses any rights to occupy, use, operate or manage all or any portion of, or provide or sell food, beverages, services, merchandise or goods within, or park automobiles on, the Premises, including, without limitation, any Name Sponsor.

(qq) Team. Shall mean collectively the players, coaches, trainers, and administrative employees who represent the Franchise from time to time in competitive baseball games in Major League Baseball, known as the "Texas Rangers."

(rr) TeamCo. Has the meaning set forth in Recital E.

(ss) Term. The term hereof as provided in Section 1.2.

(tt) Venue Statute. Has the meaning set forth in Recital C.

(uu) Youth Ballpark. That ballpark that is suitable for use by children whose age is 12 or under. The Youth Ballpark is currently located on Lot 5, Block A of the Ballpark Addition of the City of Arlington, as shown on that replat of Block A of The Ballpark Addition filed in Cabinet A, Slide 8673A, in the plat records of Tarrant County, Texas.

(vv) Zoning District Ordinance. Ordinance No. 09-035, adopted by the City on June 29, 2009, creating a planned development zoning district encompassing the Development Property, and as the same may be amended or supplemented, and any successor ordinance.

## ARTICLE II

### Rental

#### Section 2.1 Rental.

(a) Payment of the Rental set forth in Section 2.1 of the Existing Ballpark Lease to the City, at the times and in the amounts therein required, and subject to adjustments and abatement as therein permitted, constitutes full payment of rent for the rights, use, and occupancy of the Premises under this Lease, and no additional fixed rental shall be due from Tenant or any of Tenant's successors or permitted assigns, in respect of the Premises during the Term, except as provided in Section 2.1(b) below.

(b) Commencing with the Operational Date and continuing through the end of the Term, payment of the Rental set forth in Section 2.1 of the New Ballpark Lease constitutes full payment of rent for the rights, use, and occupancy of the Premises under this Lease, and no additional fixed rental shall be due from Tenant or any of Tenant's successors or permitted assigns, in respect of the Premises during the Term, except as provided in Section 2.1(a) above.

(c) As provided in Section 9.3 of this Lease, a failure to pay the Rental required by the Existing Ballpark Lease or New Ballpark Lease at the times and in the amounts therein required, and subject to adjustments and abatement as therein permitted, shall constitute a default under this Lease when such failure continues beyond the expiration of the applicable notice and cure period.

## ARTICLE III

### Impositions and Utilities

Section 3.1 Payment of Impositions. Except as provided elsewhere in this Article III, Tenant shall pay all Impositions before the same become delinquent, and Tenant shall at the request of Landlord furnish to Landlord receipts or copies thereof showing the payment of such Impositions. Tenant shall be entitled to pay any Impositions in installments as and to the extent the same may be permitted by the applicable taxing authority, assessing authority, or claimant. Landlord agrees to cooperate with Tenant in seeking the delivery of all notices of Impositions to Tenant directly from the applicable taxing authorities. In no event shall Tenant be in default under this Lease for failure to pay any Impositions before the same become delinquent for which the notice of such Impositions shall have been delivered to Landlord and not forwarded or delivered to Tenant at least thirty (30) days before the date the same become delinquent.

Section 3.2 Contest of Impositions. If the levy of any of the Impositions shall be deemed by Tenant to be improper, illegal or excessive, or if Tenant desires in good faith to contest the Impositions for any other reason, Tenant may, at Tenant's sole cost and expense, dispute and contest the same and file all such protests or other instruments and institute or prosecute all such proceedings for the purpose of contest as Tenant shall deem necessary or appropriate; provided, however, that Tenant shall not permit any lien which may be imposed against the Premises for contested Impositions to be foreclosed and, at or prior to any such contest, Tenant shall adequately indemnify or secure Landlord thereof to its reasonable satisfaction. Subject to the foregoing, any item of contested Imposition need not be paid until it is finally adjudged to be valid. Tenant shall be entitled to any refund of any Imposition that had been theretofore paid by Tenant. Landlord shall be entitled to any refund of any Imposition that had been paid by Landlord, less any costs of Tenant expended by it in pursuit of the right to receive such refund.

Section 3.3 Ad Valorem Taxes and Exemptions.

(a) Landlord and Tenant acknowledge, reconfirm, and restate their prior determinations and claims that the land and the existing improvements comprising the Premises, including the leasehold interest of Tenant under the Original Lease and hereunder, for so long as the Premises are owned by the City and are used as a "project" under the Act as originally enacted, or are used as "related infrastructure" (within the meaning of the Venue Statute) for the New Ballpark, as applicable, will continue to be exempt from ad valorem taxes as exempt properties under the current and applicable provisions of the Texas Constitution, the Texas Tax Code, the Act, the Venue Statute and other applicable laws of the State of Texas. So long as applicable law (as it relates to the tax exempt status of the Premises) remains unchanged from the date of this Lease, Tenant is authorized to assert, insist upon, continue, and restate this joint determination and claim in any agency, forum, or court having jurisdiction and at which the question may arise or be presented, and Landlord, at the request and expense of Tenant, agrees, if requested by Tenant and assuming Landlord has legal standing to do so, to jointly take and pursue such lawful actions with Tenant, including, if necessary, judicial actions, as may be available and appropriate, to protect and defend the Premises as initially named and used as a "project" under the Act, as originally enacted, or the Venue Statute and the leasehold interest of Tenant therein against the levy,

assessment or collection of ad valorem taxes by any governmental agency having the power and required to levy, assess, and collect such taxes under currently applicable law.

(b) If, pursuant to the authority granted to Tenant under Section 4.1 of this Lease, Tenant elects to construct improvements to the Premises in addition to the improvements located thereon on the Commencement Date, or to alter, add to, or modify the uses of any portion of the Premises, or if, pursuant to the New Development Option, Tenant takes title to all or a portion of the Development Property, Tenant may, at its option, assert or claim that the altered, additional, or modified uses of the Premises, or modified ownership, also constitute "projects" under the Act or "related infrastructure" (within the meaning of the Venue Statute) for the New Ballpark, as applicable, or that, for other legal reasons constitute "exempt properties" under applicable law and are exempt from ad valorem taxation in any agency, forum, or court and in accordance with any procedures for claiming such exemptions as are permitted by applicable law, including the Tarrant County Central Appraisal District and the subsequent administrative and judicial procedures that are currently or in the future permitted by the Texas Tax Code. If Tenant claims any such exemptions in any such request or proceeding, Landlord shall provide such verifications and Certifications showing its ownership of the fee title to any of the Premises and the Improvements thereon that have not been conveyed by it pursuant to the New Development Option and shall, at Tenant's sole expense, otherwise reasonably cooperate in such contest, to the extent reasonably requested by Tenant. If, after making any application to any agency or body having jurisdiction, any administrative determination that is adverse to Tenant's claimed exemption may be contested by Tenant in any proper court or forum in any manner provided by law so long as Tenant takes all action necessary or, in the reasonable opinion of Landlord, desirable to protect the Premises, or any part thereof, from foreclosure of any liens for taxes. In the event of a failure of such contest, and if the planned improvements are finally found and determined not to be exempt and to be subject to ad valorem taxation, Tenant shall pay such taxes before the same become delinquent, subject to Tenant's general right of contest contained in Section 3.2. Such payments shall not offset the rent payable under the Existing Ballpark Lease or New Ballpark Lease.

(c) Landlord and Tenant acknowledge and agree that certain benefits accrue to Landlord and Tenant by virtue of Landlord's ownership of fee title to the Premises and that such benefits are material inducements to Landlord and Tenant to enter into this Lease. Accordingly, Landlord covenants and agrees that, during the Term of this Lease and any renewals or extensions thereof, and prior to the termination of this Lease, it will at all times own and hold title to all portions of the Premises that are not conveyed to others pursuant to the New Development Option, as encumbered by this Lease, and further covenants and agrees that, except under the New Development Option, it will not sell, transfer or otherwise convey all or any portion of the Premises to any person or entity, without the prior written consent of Tenant. Landlord will give Tenant at least sixty (60) days prior written notice of any proposed transfer of all or any portion of the Premises. If any such transfer by Landlord threatens to result or actually results in the imposition of any ad valorem tax liability against the Premises (or any portion thereof) or Tenant, the tenant under the Existing Ballpark Lease shall have the right to offset Rental payments due under the Existing Ballpark Lease by the amount of any such tax liability, the tenant under the New Ballpark Lease shall have the right to offset Rental payments due under the New Ballpark Lease by the amount of any such tax liability (to the extent the tenant under the Existing Ballpark Lease has not theretofore offset Rental payments due under the Existing Ballpark Lease by such tax liability),

and additionally the tenant under the New Ballpark Lease shall have the right to offset the price of the Option on the Rangers Complex by the amount of any such tax liability, and Tenant shall have the right to obtain an injunction prohibiting any such transfer.

(d) Landlord further agrees not to take any action that may cause the levy, assessment or collection of any such ad valorem taxes on the Premises. If, for any reason, it should be finally determined that the interests of Landlord or Tenant in and to the Premises and/or any of its properties and facilities, to the extent they are occupied and used by the Team and by Tenant and the tenant under the Existing Ballpark Lease, or the tenant under the New Ballpark Lease, for the management, administration, and operation of the Team and of the Existing Ballpark or New Ballpark, are no longer exempt from taxation by reason of a change of law or otherwise, then Tenant shall pay such taxes before they become delinquent, subject to Tenant's right of contest as provided in Section 3.2 of this Lease, and the aggregate amount of such taxes owing and paid to the City, but not to other taxing jurisdictions, throughout the Term of this Lease shall be applied as a credit against (i) the Rental due under the Existing Ballpark Lease in the order of the next maturing installments, (ii) the Rental due under the New Ballpark Lease in the order of the next maturing installments (to the extent the tenant under the Existing Ballpark Lease has not theretofore offset Rental payments due under the Existing Ballpark Lease by such taxes), and (iii) the price of the Option on the Rangers Complex.

(e) Notwithstanding anything to the contrary contained herein, all amounts, if any, paid by Tenant for any occupancy, succession, or transfer tax levied by the City, but not by other taxing jurisdictions, upon or with respect to Tenant's occupancy or transfer of its leasehold interest in the Premises, or any sale, excise or use taxes, if any, imposed on or with respect to the Rental paid to Landlord, shall also be applied as a credit against (i) the Rental due under the Existing Ballpark Lease in the order of the next maturing installments, (ii) the Rental due under the New Ballpark Lease in the order of the next maturing installments (to the extent the tenant under the Existing Ballpark Lease has not theretofore offset Rental payments due under the Existing Ballpark Lease by such taxes), and (iii) the price of the Option on the Rangers Complex.

(f) Notwithstanding anything to the contrary, if Landlord undertakes any action (i) requested by Tenant under this Section 3.3, or (ii) that is to be performed at Tenant's cost or expense as provided for in this Lease, then Tenant shall pay all third-party costs, including outside attorney fees and expenses, reasonably incurred by Landlord, or, within thirty (30) days after written demand therefor, reimburse such costs to Landlord; provided that Landlord has notified Tenant in writing of the anticipated amount of such costs prior to incurring any costs. Notwithstanding the foregoing, Landlord shall be responsible for its own internal administrative and legal expenses associated therewith.

Section 3.4 Standing. If Tenant determines that Tenant lacks standing to contest any Impositions or to obtain an extended payment period, Landlord (to the extent otherwise allowed by law) shall join in such contest, at Tenant's sole cost and expense, or otherwise provide Tenant with sufficient authority to obtain such standing (to the extent otherwise allowed by law).

Section 3.5 Utilities. Tenant shall pay all bills for utilities furnished to the Premises, including, but not limited to, bills for water, electricity, gas, telephone and sewer.

## ARTICLE IV

### Improvements and Additional Land Acquisitions

Section 4.1 Improvement Rights, Rights to Alter and Demolish; Intellectual Property. Tenant shall have the right, at its option and in its sole discretion (subject only to the express restrictions set forth in this Lease, including, but not limited to, the primary use restriction set forth in Section 5.1(a)), to develop the Premises (including the current site of the Youth Ballpark, provided Tenant either (A) reconfigures the Youth Ballpark on the current site, (B) relocates the Youth Ballpark to another site within the Premises, or to a public park or other off-site location mutually agreed by Landlord and Tenant, or (C) replaces the Youth Ballpark with youth baseball fields or youth baseball initiatives at off-site locations in the City mutually agreed by Landlord and Tenant, and, in the case of (A) or (B) above, the reconfigured or relocated Youth Ballpark shall be of a quality, and shall contain amenities, comparable to the quality and amenities of the current Youth Ballpark), and to erect buildings and other improvements on the Premises, for any lawful uses and purposes, and to alter, add to, reconstruct, remodel or demolish as often as and whenever Tenant deems proper or desirable any of the Improvements now existing or hereafter constructed on the Premises, and to devote the same for any lawful uses and purposes, as long as such development, demolition, alteration, reconstruction, and remodeling does not materially interfere with the use of any Improvements that are essential for the reasonable operation of the Existing Ballpark, before the Operational Date, as a "project" under the Act, or after the Operational Date, that are essential for the reasonable operation of the Existing Ballpark site or Centerfield Office Building site, as those sites then being used, or the reasonable operation of the New Ballpark. Title to all buildings and permanent improvements constructed on the Premises shall immediately vest in Landlord and shall continue to reside with Landlord so long as this Lease applies to the Premises. If Tenant (or RSC, or any affiliate thereof or any licensee or subtenant of Tenant) has physically attached, or hereafter physically attaches, any fixtures or other items to the Premises which are not essential for the reasonable operation of the Existing Ballpark (before the Operational Date) as a "project" under the Act, and after the Operational Date, that are essential for the reasonable operation of the Existing Ballpark site or Centerfield Office Building site, as those sites then being used, or the reasonable operation of the New Ballpark, such items may be removed from the Premises upon the expiration or termination of this Lease. For purposes of illustration, and not limitation, the central plant, the mechanical, electrical and plumbing facilities, the east underground entrance to the Existing Ballpark and the media bay, situated in Lot 1 of Block F of The Ballpark Addition of the City of Arlington, and the west underground entrance to the Existing Ballpark, are items essential for the reasonable operation of the Existing Ballpark as a "project" under the Act, and may not be removed before the Operational Date. Nor may any such item be removed after the Operational Date, unless TeamCo exercises its New Option on the Existing Ballpark or New Option on the Centerfield Office Building (as applicable, given the function of the item to be removed) and that item is not essential to the reasonable operation of the New Ballpark as an approved venue project under the Venue Statute. If TeamCo exercises its New Option on the Existing Ballpark and New Option on the Centerfield Office Building, then from and after the date of TeamCo's exercise of those options to purchase Tenant will have the right to remove any such item from the Premises, provided that such item is not essential for the reasonable operation of the New Ballpark as an approved venue project under the Venue Statute. Tenant shall repair any damage to the Premises caused by Tenant's removal of non-essential items. Tenant (or its affiliate) and not Landlord shall own all intellectual property rights in, and relating to, the

Premises, whether now in existence or created in the future, including, without limitation, all copyrights, trademarks, trade dress and merchandising rights in the Premises, all names, logos and likenesses, as well as the rights to protect, enforce and license any or all of the foregoing.

**Section 4.2 Easements and Dedications.** In order to develop, repair, restore or operate the Existing Ballpark or New Ballpark or further improve the Premises, it may be necessary or desirable that street, water, sewer, drainage, gas, power lines, set back lines, and other easements, and dedications and similar rights ("**Easements and Dedications**") be granted or dedicated over or within portions of the Premises or the City's parks or public facilities (other than on land owned by Landlord that is used for public parking at its Convention Center) now or hereafter adjoining the Premises, by plat, replat, grant, deed or other appropriate instrument. Landlord, without waiving its governmental powers and authority, agrees to reasonably cooperate with Tenant, at Tenant's cost in connection with any Easements and Dedications desired and requested by Tenant. If Tenant requests in writing that Landlord join with Tenant in executing and delivering such documents, from time to time throughout the Term, as may be reasonably appropriate or necessary for the development, construction, repair, restoration or operation of Improvements on the Premises or improvements on adjoining premises owned by Tenant or one of its affiliates Landlord, without waiving its governmental authority, shall not unreasonably withhold, condition or delay its consent to such request (provided that it shall not be considered unreasonable of Landlord to withhold its consent to any such Easements and Dedications on property other than the Premises if such Easements and Dedications on property other than the Premises if such Easements and Dedications (a) materially and adversely interfere with other dedicated purposes of such property, or (b) are otherwise prohibited by applicable law or require the Landlord's consent acting in its governmental capacity. In no event shall Landlord grant any Easements and Dedications within the boundaries of the Premises without prior written consent, which shall not be unreasonably withheld, conditioned or delayed (provided that it shall not be considered unreasonable of Tenant to withhold consent, or to condition consent on its receipt of compensation from the Landlord to any such easements and Dedications which may, in the reasonable estimation of Tenant, adversely affect, disrupt, or interfere with the operations or economics of the Ballpark, the New Ballpark or have a material adverse effect on the use, value or marketability of any portion of the Premises or any planned or existing Improvements thereon). Nothing in this **Section 4.2** shall operate or be construed to abrogate or diminish the City's powers of eminent domain

**Section 4.3 Zoning and Other Governmental Approvals.**

(a) In the event that Tenant deems it necessary or appropriate to obtain use, zoning, site plan approval or any permit from the City, or any other governmental entity having jurisdiction over the Premises or any portion thereof or interest therein in order to continue the uses of the property for the purposes permitted hereby, Landlord, but subject to its governmental powers, agrees, from time to time, on request of Tenant, and at Tenant's expense, and to the extent necessary as fee owner of the Premises, to execute such documents, or join in such petitions, applications and authorizations as may be appropriate or requested by Tenant and to cooperate in good faith with Tenant in all such efforts. Without limiting the generality of the foregoing, Landlord shall reasonably cooperate (without being obligated to incur any expense) with Tenant's efforts to develop and use the Premises as part of a planned development located within the zoning district created pursuant to the Zoning District Ordinance. During the Term, Landlord, as the owner of property, shall not claim or attempt to exercise any rights, powers, privileges or benefits

arising under the Zoning District Ordinance with regard to real property owned by the City and leased to Tenant or any affiliate of Tenant within the zoning district, without Tenant's prior written consent in each instance. Furthermore, during the Term, Landlord, but subject to its governmental powers, shall not create any restrictions, covenants, conditions, easements, parking rights, access agreements, licenses, subleases or any other agreements or encumbrances of any kind benefiting or burdening any portion of the Premises (each a "**Restriction**" and collectively, the "**Restrictions**"), and shall not consent to any modification, amendment, termination, extension or other change in any Restriction that is in effect on the Commencement Date, whether recorded or unrecorded, or grant or withhold any consent or approval, exercise any rights or remedies, or take any other action under or in respect of any Restriction, without Tenant's prior written consent in each instance. Landlord shall reasonably cooperate with Tenant's efforts to enforce the Restrictions during the Term (without being obligated to incur any expense).

(b) With respect to advertising placed within the boundaries of the Premises, including any marquee, pylon, monument or directional signs, such items will not be restricted, except by safety, environmental, zoning and other governmental regulations and ordinances that are applicable to the Premises, and Landlord shall provide (or assist in obtaining from any other applicable governmental authorities) the necessary permits, variances and authorizations to maximize signage and signage revenue to Tenant, to the extent permitted by applicable law and such governmental regulations. In addition, Landlord acknowledges that it may be desirable and appropriate for additional signage (including advertising and directional signage) for the Premises to be placed outside the boundaries of the Premises, such as on certain highways, roadways and the like, near the Premises, and Landlord agrees to provide all permits, variances and authorizations required by applicable rules, regulations and ordinances for all such signage as may be reasonably requested by Tenant that comply with such governmental regulations and ordinances, to the extent permitted by applicable law. All signs permitted under this Lease must comply with all applicable laws, governmental regulations and ordinances, including (without limitation) any laws regarding public display of obscene, profane or sexually explicit materials and any applicable limitations on sign specifications related to public health and/or safety concerns.

Section 4.4 Street Names. Tenant shall have discretion to name or re-name, from time to time, the private streets and roadways constituting a portion of the Development Property, to the extent permitted by applicable law. Landlord acknowledges that it may be desirable and appropriate for streets and roadways outside of, but adjacent to, the Premises, to be named or renamed, from time to time, with names suggested by Tenant and approved by Landlord to identify, locate or otherwise promote the Existing Ballpark, the New Ballpark, the Development Property or their components. Landlord agrees, from time to time, upon request of Tenant, to provide permits, variances and authorizations required by applicable rules, regulations and ordinances for all such names (and signage therefor) as may be reasonably requested by Tenant, to the extent permitted by applicable law. Tenant shall pay the cost for producing and installing any street sign requested by Tenant.

Section 4.5 Streets. In the event that Tenant requests that any streets or alleys constituting a portion of the Premises be permanently closed in accordance with the approved zoning site plan for the Premises pursuant to the Zoning District Ordinance, Landlord will promptly proceed with the governmental processing of such requests, so as not to unreasonably



delay, prevent or otherwise hinder the development of the Premises or any portion thereof. To the extent permitted by applicable law, Landlord's cooperation may include, without limitation, executing petitions, applications and other documents to be submitted to other governmental authorities, and, when within Landlord's authority, granting written approvals, permits or certificates pursuant to Tenant's request.

## ARTICLE V

### Use of Premises

#### Section 5.1 Use.

(a) Subject to Tenant's right under Section 4.1 to develop the Premises, use of the Premises shall continue to be primarily for the purpose of providing surface parking spaces or units for the Existing Ballpark site and Centerfield Office Building site, and the New Ballpark, and for such other purposes as may enhance the Existing Ballpark site, Centerfield Office Building site and the New Ballpark. Subject to Section 5.1(c) below, Tenant may develop and use the Premises for any lawful purpose including, but not limited to, for the purpose of constructing and operating new Improvements, provided that any such development or use does not, before the Operational Date, materially interfere with use of any existing Improvements that are essential for the reasonable operation of the Existing Ballpark as a "project" under the Act or, after the Operational Date, materially interfere with use of any existing Improvements that are essential for the reasonable operation of the Existing Ballpark site or Centerfield Office Building site, as those sites then being used, or materially interfere with use of any existing Improvements that are essential for the reasonable operation of the New Ballpark. Notwithstanding the foregoing, if TeamCo exercises its New Option on the Existing Ballpark and New Option on the Centerfield Office Building, then, from and after the date of TeamCo's exercise of those options to purchase, Tenant will have the right to remove any or all existing Improvements from the Premises that are not essential for the reasonable operation of the New Ballpark as an approved venue project under the Venue Statute, all of which will be considered "non-essential items" for purposes of this section from that date forward. Upon the request of Tenant, Landlord from time to time shall provide a written certification to Tenant, a subtenant or a Leasehold Mortgagee, or their respective designees, that a particular or contemplated use of the Premises, or any portion thereof, is a permitted use under this Lease.

(b) Tenant shall have the right to sublease the Premises (or any portion thereof) or grant licenses to use the Premises (or any portion thereof) to third parties in furtherance of the purposes listed in subsection (a) of this Section, above. Upon the request of Tenant, and to the extent not legally prohibited, Landlord from time to time shall provide a written certification to Tenant, a Subtenant or a Leasehold Mortgagee that a particular or contemplated use of the Premises, or any portion thereof, is a permitted use under this Lease. Tenant shall not be required, however, to obtain any prior consent from Landlord before engaging (or allowing any Subtenant to engage) in any particular use of the Premises of a type described in subsection (a) of this Section, above.

(c) During that portion of the Term before the Operational Date, Tenant shall cause adequate parking facilities (surface or structured) to be provided for the Existing Ballpark

and Centerfield Office Building, and during that portion of the Term after the Operational Date, Tenant shall cause adequate parking facilities (surface or structured) to be provided for the Existing Ballpark site, as then being used, the New Ballpark and the Centerfield Office Building, in all instances whether on the Premises or other property in the vicinity of the Existing Ballpark and the New Ballpark. The term "adequate" as used in this subsection shall mean in compliance with the Zoning District Ordinance and the rules and regulations, if any, of the Commissioner and MLB. Upon the request of Landlord, Tenant from time to time shall provide a written certification to Landlord that parking facilities for the Existing Ballpark site (as then being used), New Ballpark and Centerfield Office Building, as applicable, exist that satisfy this requirement, identifying such parking facilities by lot and block reference or other legally sufficient description. If independently verified by it, Landlord shall notify Tenant and any lender designated by Tenant of its concurrence in such representation.

Section 5.2 Compliance with Laws. Tenant agrees not to use the Premises or any improvements situated thereon for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the City, or other Lawful authority having jurisdiction over the Premises; provided, however, that, except to the extent Tenant has current actual knowledge of such violation and is not in good faith contesting same as herein provided, there shall be no violation by Tenant of this provision unless and until Landlord or the applicable governmental entity has notified Tenant in writing, specifying the alleged violation, and so long as Tenant shall, in good faith within a reasonable time after Tenant acquires actual knowledge thereof, by appropriate proceedings and with due diligence contest the alleged violation or the validity or applicability of the laws, regulations or ordinance as hereafter permitted, until there has been a final adjudication that the specified use is in violation of the law, regulation or ordinance specified in such written notice, and that such specified law, regulation or ordinance is valid and applicable to the Premises, and until Tenant has had a reasonable time after such final adjudication to cure the specified violation. Landlord further agrees that, so long as neither Landlord nor any portion of the Premises will be subjected to any liability, loss, penalty or forfeiture, Tenant may at its sole cost and expense in good faith contest the alleged violation or the validity, enforceability or applicability of any such law, regulation or ordinance. To the extent not legally prohibited, the City agrees to use its best reasonable efforts to cooperate with Tenant in order to attempt to structure any proposed law or ordinance in a manner that minimizes its effect on the use of the Premises.

Section 5.3 Maintenance. Subject to the rights of Tenant pursuant to Section 4.1 hereof, Tenant shall keep all permanent improvements or buildings that from time to time may be on the Premises in a reasonably good state of repair. In the event this Lease shall terminate without the exercise of the New Development Option with respect to all the Development Property, Tenant shall deliver up the Premises and all buildings and improvements then situated thereon in good condition, reasonable wear and tear, obsolescence, Acts of God and loss by casualty excepted.

Section 5.4 Operational Standards for Tenant. The Premises shall be operated in a reasonable and sound businesslike manner. Tenant shall have full and complete control of the operation and management of the Premises and all Improvements thereon. Without limiting the generality of the foregoing, such control by Tenant shall include and extend to the right to use, grant access to and control the parking areas and parking structures from time to time located on the Premises, including the right to limit their use to persons attending baseball games and other

public events at or in the vicinity of the Existing Ballpark and the New Ballpark, office tenants, retail customers, residential users, employees, tenants, officers, employees, agents, contractors, suppliers, service providers, shippers, and other business guests of the Premises or of any Development Property that has been transferred pursuant to the New Development Option, or of any land owned by Tenant, or leased to Tenant under the Stonegate Lease. Tenant shall have the full right to grant licenses, concessions, use and occupancy agreements, subleases, management agreements, operating agreements and any and all other agreements of any nature relating to the Premises or any component thereof on such terms as Tenant deems appropriate, for periods not extending beyond the Term.

Section 5.5 Operating Revenues. Subject to its subleases and other agreements with third parties, Tenant shall have the full right to collect and own as Tenant's exclusive property all revenues, royalties, payments of every kind and rentals derived from, produced within or associated with the Premises or any component thereof, including without limitation all sublease and other occupancy or license fees, all rental charges, all parking fees, all revenues derived from the sale of services, goods or merchandise at or from the Premises, and all sponsorships, advertising, and signage revenues of any type. Tenant shall be entitled to retain all profits and revenues derived from any assignment of its rights or interests hereunder, or from subletting the Premises or any portion thereof to an affiliated or unaffiliated third party.

## ARTICLE VI

### Insurance and Indemnity

Section 6.1 Liability Insurance. Tenant agrees, at its sole expense, to obtain and maintain public liability insurance at all times during the Term with responsible insurance companies, legally authorized to transact business in the State of Texas and maintaining an office or agency in either Dallas County or Tarrant County, Texas, with limits of at least \$500,000 for one person and \$1,000,000 for one accident for personal injury to or death of any person or persons and \$100,000.00 property damages, protecting Landlord and Tenant against any liability, damage, claim or demand in any way arising out of or connected with the condition or use of the Premises. Such insurance coverage may be maintained by any combination of single policies and umbrella policies and may be obtained and maintained by a Subtenant with respect to that portion of the Premises subleased to such Subtenant. During any construction or reconstruction of Improvements, Tenant shall cause the general contractors for each major phase of the work to obtain and maintain public liability insurance with limits of at least those amounts specified above, the City and Tenant as additional insureds, and protecting against any liability, damage, claim or demand in any way arising out of or connected with the Premises or such work.

Section 6.2 Casualty Insurance. At all times during the Term, Tenant shall at its sole expense keep all buildings and structures situated on the Premises insured against loss or damage by fire, with extended coverage (if obtainable), to include direct loss by fire, windstorm, hail, explosion (other than boiler explosion), riot, civil commotion, aircraft, vehicles and smoke, with responsible insurance companies legally authorized to transact business in the State of Texas and maintaining an office or agency in either Dallas County or Tarrant County, Texas. Such insurance shall be in an amount sufficient to prevent co-insurance, but may provide for less than full replacement cost coverage for such Improvements.

Section 6.3 Policies. All insurance policies required by this Article shall provide for at least thirty (30) days' written notice to Landlord before cancellation and copies of certificates of policies of insurance shall be delivered to Landlord and the form and substance thereof shall be subject to the reasonable approval of Landlord. Landlord agrees that such policies may provide for such deductibles or self-insured retention amounts as Tenant determines, in its sole discretion, to be commercially reasonable. If any blanket general insurance policy of Tenant complies with the terms of these provisions, the naming of the City therein as an additional named insured shall be deemed compliance with the requirements for the insurance coverage provided in any such blanket policy. Each Party hereby waives all claims, rights of recovery and causes of action that such Party or any person or entity claiming by, through or under such Party by subrogation or otherwise may now or hereafter have against the other Party or any of the other Party's present and future subsidiaries, affiliates, partners, officers, directors, employees, direct or indirect stockholders, agents, other representatives, successors and assigns for bodily injury (including death) to persons, or loss or damage to property of Tenant or Landlord whether caused by the negligence or fault of the other Party or its partners, directors, officers, employees, agents or representatives or otherwise, to the extent that the injuries, losses or damages are covered by the proceeds of insurance policies maintained by either Party.

Section 6.4 Named Insureds; Adjustment of Losses. At the request of Tenant at any time during the Term, any Leasehold Mortgagee may be named as an additional insured under any of such insurance policies required under Section 6.2 hereof, as its interest may appear. Any loss under any such insurance policy required under Section 6.2 hereof shall be made payable to the Insurance Trustee for the benefit of Landlord and Tenant, to the end that the Insurance Trustee shall be entitled to collect all money due under such insurance policies payable in the event of and by reason of the loss of or damage to the Premises, to be applied pursuant to Section 6.5, below. Any accumulation of interest on the insurance proceeds collected by the Insurance Trustee shall be added to, and become a part of, the trust fund being held by the Insurance Trustee for the benefit of Landlord and Tenant. The adjustment of losses with the insurer shall be made by the Insurance Trustee only after securing the approval of Landlord and Tenant.

Section 6.5 Application of Proceeds of Casualty Insurance. All proceeds payable pursuant to the provisions of any policies of casualty insurance required to be earned under the terms hereof shall be applied for the following purposes:

(a) All proceeds shall first be used, subject to any other terms and conditions contained in this Lease (including, without limitation, Sections 4.1 and 5.3) as a fund for the restoration and repair (to a complete architectural unit or units) of the portion of the Premises, and of any and all Improvements and equipment included in the Improvements, which have become destroyed or damaged for which such proceeds are payable; and

(b) Any funds not disbursed pursuant to Section 6.5(a), above, shall be applied, subject to the terms of any Leasehold Mortgage, as directed by Tenant.

Section 6.6 Indemnity.

(a) TENANT HEREBY AGREES AND COVENANTS TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND ITS EMPLOYEES AND ELECTED

AND APPOINTED OFFICIALS (THE "LANDLORD INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, FOR INJURY TO OR SICKNESS OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING CLAIMS RELATING TO CONTAMINATED MATERIALS [DEFINED BELOW] AND ENVIRONMENTAL CLAIMS [DEFINED BELOW] IN EACH CASE, WHETHER UNKNOWN OR KNOWN, INCLUDING WITHOUT LIMITATION, THE MATTERS DESCRIBED IN THAT CERTAIN PHASE I ENVIRONMENTAL SITE ASSESSMENT PREPARED BY CIRRUS ASSOCIATES, LLC, TEXAS REGISTERED GEOSCIENCE FIRM NO. 50149, DATED MAY 30, 2013) OR FOR ANY OTHER LOSS, LIABILITY OR DAMAGE, INCLUDING ANY CIVIL OR CRIMINAL FINES OR PENALTIES, DIRECTLY OR INDIRECTLY ARISING OR ALLEGED TO ARISE OUT OF OR ANY WAY INCIDENTAL TO (A) ANY USE, OCCUPANCY OR OPERATION OF THE PREMISES BY OR ON BEHALF OF TENANT, ANY PARTY RELATED TO TENANT OR ANY INVITEE OR GUEST OF TENANT DURING THE TERM, OR DURING ANY PERIOD OF TIME, IF ANY, BEFORE OR AFTER THE LEASE TERM THAT TENANT OR ITS RELATED PARTIES MAY HAVE POSSESSION OF THE PREMISES, OR (B) ANY ENVIRONMENTAL EVENT (DEFINED BELOW), (COLLECTIVELY, THE "LIABILITIES"), **EVEN THOUGH CAUSED BY OR ARISING FROM THE ACTIVE OR PASSIVE, JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF LANDLORD OR ANY LANDLORD INDEMNITEE.** THIS INDEMNITY INCLUDES TENANT'S AGREEMENT TO PAY ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' AND CONSULTANT'S FEES, INCURRED BY LANDLORD OR ANY LANDLORD INDEMNITEE. THIS INDEMNITY SHALL APPLY WITHOUT LIMITATION TO ANY LIABILITIES IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY. TENANT EXPRESSLY ASSUMES THE ENTIRE LIABILITY PURSUANT TO THIS INDEMNIFICATION PROVISION FOR ANY AND ALL LIABILITIES ARISING IN FAVOR OF ANY THIRD PARTY OR GOVERNMENTAL AUTHORITY, THE PARTIES HERETO, THEIR EMPLOYEES AND THEIR EMPLOYEES REPRESENTATIVES AND BENEFICIARIES. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. "CONTAMINATED MATERIALS" MEANS (A) ANY PETROLEUM OR PETROLEUM PRODUCTS, METALS, GASES, CHEMICAL COMPOUNDS, RADIOACTIVE MATERIALS, ASBESTOS, UREA FORMALDEHYDE FOAM INSULATION, TRANSFORMERS OR OTHER EQUIPMENT THAT CONTAIN DIELECTRIC FLUID CONTAINING POLYCHLORINATED BIPHENYLS, LEAD PAINT, PUTRESCIBLE AND INFECTIOUS MATERIALS, AND RADON GAS; (B) ANY CHEMICALS OR SUBSTANCES DEFINED AS OR INCLUDED IN THE DEFINITION OF "HAZARDOUS SUBSTANCES", "HAZARDOUS WASTES", "HAZARDOUS MATERIALS", "EXTREMELY HAZARDOUS WASTES", "RESTRICTED HAZARDOUS WASTES", "TOXIC SUBSTANCES", "TOXIC POLLUTANTS", "CONTAMINANTS" OR "POLLUTANTS", OR WORDS OF SIMILAR IMPORT, UNDER ANY APPLICABLE ENVIRONMENTAL LAW;

AND (C) ANY OTHER CHEMICAL, MATERIAL OR SUBSTANCE, EXPOSURE TO WHICH IS PROHIBITED, LIMITED OR REGULATED BY ANY APPLICABLE ENVIRONMENTAL LAW OR GOVERNMENTAL AUTHORITY OR WHICH IS REGULATED BECAUSE OF ITS ADVERSE EFFECT OR POTENTIAL ADVERSE EFFECT ON HEALTH AND THE ENVIRONMENT, INCLUDING SOIL AND CONSTRUCTION DEBRIS THAT MAY CONTAIN ANY OF THE MATERIALS DESCRIBED IN THIS DEFINITION. **"ENVIRONMENTAL EVENT"** MEANS THE OCCURRENCE OF ANY OF THE FOLLOWING: (I) ANY NONCOMPLIANCE WITH AN ENVIRONMENTAL LAW; (II) AN ENVIRONMENTAL CONDITION REQUIRING RESPONSIVE ACTION, INCLUDING AN ENVIRONMENTAL CONDITION CAUSED BY A THIRD PERSON; (III) ANY EVENT ON, AT OR FROM THE PROPERTY IN QUESTION OR RELATED TO THE OPERATION THEREOF OF SUCH A NATURE AS TO REQUIRE REPORTING TO APPLICABLE GOVERNMENTAL AUTHORITIES UNDER ANY ENVIRONMENTAL LAW, (IV) AN EMERGENCY ENVIRONMENTAL CONDITION, (V) THE EXISTENCE OR DISCOVERY OF ANY SPILL, DISCHARGE, LEAKAGE, PUMPAGE, DRAINAGE, POURAGE, INTERMENT, EMISSION, EMPTYING, INJECTING, ESCAPING, DUMPING, DISPOSING, MIGRATION OR OTHER RELEASE OR ANY KIND OF CONTAMINATED MATERIALS ON, AT OR FROM THE PROPERTY IN QUESTION WHICH MAY CAUSE A THREAT OR ACTUAL INJURY TO HUMAN HEALTH, THE ENVIRONMENT, PLANT OR ANIMAL LIFE OR (VI) ANY THREATENED OR ACTUAL ENVIRONMENTAL CLAIM. **"ENVIRONMENTAL CLAIMS"** MEANS ANY AND ALL CLAIMS THAT ANY PERSON MAY NOW OR HEREAFTER HAVE IN CONNECTION WITH OR AS A RESULT OF THE CONDITION OF ANY PROPERTY, ANY EXISTING OR PAST ENVIRONMENTAL RELEASE OF ANY CONTAMINATED MATERIALS FROM ANY PROPERTY OR INTO THE GROUND, GROUND WATER OR SURFACE WATER OF ANY PROPERTY, THE EXISTENCE OF ANY ENVIRONMENTAL PROCEEDINGS WITH RESPECT TO ANY PROPERTY OR ITS OPERATION OR THE VIOLATION OF ANY ENVIRONMENTAL LAWS WITH RESPECT TO ANY PROPERTY OR ITS OPERATION. **"ENVIRONMENTAL LAW(S)"** MEANS ANY APPLICABLE FEDERAL, STATE OR LOCAL STATUTE, LAW (INCLUDING COMMON LAW TORT LAW, COMMON LAW NUISANCE LAW AND COMMON LAW IN GENERAL), RULE, REGULATION, ORDINANCE, CODE, PERMIT, CONCESSION, GRANT, FRANCHISE, LICENSE, POLICY OR RULE OF COMMON LAW NOW IN EFFECT OR ADOPTED IN THE FUTURE, AND IN EACH CASE AS MAY BE AMENDED OR REPLACED, AND ANY JUDICIAL OR ADMINISTRATIVE INTERPRETATION THEREOF (INCLUDING ANY JUDICIAL OR ADMINISTRATIVE ORDER, CONSENT DECREE OR JUDGMENT) RELATING TO (I) THE ENVIRONMENT, HEALTH, SAFETY OR CONTAMINATED MATERIALS, (II) THE STORAGE, HANDLING, EMISSION, DISCHARGE, RELEASE AND USE OF CHEMICALS AND OTHER CONTAMINATED MATERIALS, (III) THE GENERATION, PROCESSING, TREATMENT, STORAGE, TRANSPORT, DISPOSAL, INVESTIGATION, REMEDIATION OR OTHER MANAGEMENT OF WASTE MATERIALS OF ANY KIND, AND (IV) THE PROTECTION OF ENVIRONMENTALLY SENSITIVE AREAS, INCLUDING CERCLA; THE HAZARDOUS MATERIALS TRANSPORTATION ACT, AS AMENDED, 49 U.S.C. § 5101 ET SEQ.; THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED, 42 U.S.C. § 6901 ET SEQ.; THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 U.S.C. § 1251 ET SEQ.; THE TOXIC SUBSTANCES CONTROL ACT, 15

U.S.C. § 2601 ET SEQ.; THE CLEAN AIR ACT, 42 U.S.C. § 7401 ET SEQ.; THE SAFE DRINKING WATER ACT, 42 U.S.C. § 300F ET SEQ.; THE ENDANGERED SPECIES ACT, AS AMENDED, 16. U.S.C. § 1531 ET SEQ.; THE TEXAS SOLID WASTE DISPOSAL ACT, TEX. HEALTH & SAFETY CODE ANN. CH. 361 (VERNON 1990); THE TEXAS CLEAN AIR ACT, TEX. HEALTH & SAFETY CODE ANN. CH. 382 (VERNON 1990); THE TEXAS WATER CODE, TEX. WATER CODE ANN. (VERNON 1988 AND SUPP. 1990); THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE ANN. (VERNON 1988 AND SUPP. 1990); THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, 7 U.S.C. § 136 ET. SEQ.; AND THE EMERGENCY PREPAREDNESS AND RESPONSE COMMUNITY RIGHT-TO-KNOW ACT, 42 U.S.C. § 11001. **“ENVIRONMENTAL PROCEEDING”** MEANS (I) ANY NOTICE OF ANY INVESTIGATION, RESPONSE ACTION, SPILL, PROCEEDING, WHETHER EXECUTIVE; ADMINISTRATIVE OR JUDICIAL, OR LITIGATION OR LITIGATION THREATENED IN WRITING RELATING TO ENVIRONMENTAL LAWS OR OTHER ENVIRONMENTAL MATTERS CONCERNING A PROPERTY INsofar AS SUCH INVESTIGATION, RESPONSE ACTION, SPILL, LITIGATION, LITIGATION THREATENED IN WRITING OR PROCEEDING RELATES TO SUCH PROPERTY; OR (II) RECEIPT OF ANY NOTICE FROM ANY PERSON OF: (X) ANY VIOLATION OR ALLEGED VIOLATION OF ANY ENVIRONMENTAL LAW RELATING TO A PROPERTY OR ANY PART THEREOF OR ANY ACTIVITY AT THE TIME CONDUCTED ON ANY PROPERTY, (Y) THE COMMENCEMENT OF ANY CLEAN-UP, ABATEMENT OR CONTROL PURSUANT TO OR IN ACCORDANCE WITH ANY ENVIRONMENTAL LAW OF ANY CONTAMINATED MATERIALS ON OR ABOUT ANY SUCH PROPERTY OR ANY PART THEREOF OR (Z) ANY VIOLATION OF ANY GOVERNMENTAL RULES OR HARM TO PERSON OR PROPERTY IN EACH CASE WITH RESPECT TO WORKER SAFETY AT OR IN CONNECTION WITH SUCH PROPERTY OR ANY PART THEREOF.

(b) **SCOPE.** TENANT FURTHER AGREES, EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED FOR IN THIS LEASE, THAT THE OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL INCLUDE THE FOLLOWING:

(i) LIENS BY THIRD PERSONS AGAINST LANDLORD OR LANDLORD INDEMNITEES, OR ANY OF THEIR PROPERTY, BECAUSE OF LABOR, SERVICES, OR MATERIALS FURNISHED TO TENANT, ITS CONTRACTORS, SUBCONTRACTORS OR ASSIGNEES, IN CONNECTION WITH ANY WORK IN, ON OR ABOUT THE PREMISES; AND

(ii) EXPENSES, CLAIMS, FINES AND PENALTIES OR OTHER ENFORCEMENT CHARGES, RESULTING FROM THE FAILURE OF TENANT TO ABIDE BY ANY AND ALL VALID AND APPLICABLE GOVERNMENTAL RULES.

(c) **LANDLORD EXCLUSIONS.** TO THE EXTENT ANY OF THE LIABILITIES FOR WHICH TENANT IS OBLIGATED TO INDEMNIFY LANDLORD AND LANDLORD INDEMNITEES PURSUANT TO SECTION 6.6(A) ARE CAUSED BY ANY OF THE FOLLOWING, SUCH LIABILITIES SHALL NOT BE COVERED BY SUCH INDEMNITY:



(i) ANY INJURY TO OR DEATH OR SICKNESS OF ANY INDIVIDUAL OR ANY LOSS OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY WHICH ARE CAUSED BY THE GROSS NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF LANDLORD OR ANY LANDLORD INDEMNITEE;

(ii) LANDLORD'S OR LANDLORD INDEMNITEES' BREACH OF LANDLORD'S EXPRESS OBLIGATIONS UNDER THIS LEASE; OR

(iii) ANY ACT OR OMISSION OF THE CITY WHILE ACTING PURELY AND SOLELY IN ITS "GOVERNMENTAL FUNCTION," AS THAT TERM IS DEFINED IN THE TEXAS TORT CLAIMS ACT, TEX. CIV. PRAC. & REM. CODE, TITLE 5, CHAPTER 101, SUBCHAPTER B, AS OPPOSED TO ITS PROPRIETARY FUNCTION.

(d) WAIVERS. LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO RECOVER AGAINST THE OTHER ANY DAMAGE TO THE PREMISES AND ANY PERSONALTY OR PROPERTY OR ANY PART THEREOF OR CLAIMS ARISING BY REASON OF ANY OF THE FOREGOING, TO THE EXTENT THAT SUCH DAMAGES OR CLAIMS (I) ARE COVERED BY INSURANCE ACTUALLY CARRIED BY EITHER LANDLORD OR TENANT OR (II) WOULD BE INSURED AGAINST UNDER THE TERMS OF ANY INSURANCE REQUIRED TO BE CARRIED UNDER THIS LEASE BY THE PARTY HOLDING OR ASSERTING SUCH CLAIM. THIS PROVISION IS INTENDED TO RESTRICT EACH PARTY TO RECOVERY AGAINST INSURANCE CARRIERS TO THE EXTENT OF SUCH COVERAGE AND TO WAIVE (TO THE EXTENT OF SUCH COVERAGE), FOR THE BENEFIT OF EACH PARTY, RIGHTS OR CLAIMS WHICH MIGHT GIVE RISE TO A RIGHT OF SUBROGATION IN ANY INSURANCE CARRIER.

Section 6.7 SURVIVAL.

(a) THE PROVISIONS OF THIS SECTION 6.7 SHALL SURVIVE TERMINATION AND/OR EXPIRATION OF THIS LEASE, AND THE TRANSFER OF THE PREMISES, BY WAY OF REVERTER, FORECLOSURE, SALE, ASSIGNMENT, OR OTHERWISE, TO ANY PARTY.

(b) Notwithstanding the provisions of Section 6.7(a), above, the foregoing indemnity provisions shall expire and be of no further force and effect as of the Release Date (as hereinafter defined), with the exception of any obligation or liability which arose or accrued prior to the Release Date or arising or accruing from events that occurred prior to the Release Date, provided that Tenant delivers to Landlord, at Tenant's sole cost and expense, a then current ESA Report (as hereinafter defined) for the Premises prepared by an independent environmental engineer or other professional reasonably acceptable to Landlord, which ESA Report (i) is dated no earlier than the Release Date and no later than six (6) months following the Release Date, and (ii) which does not reflect any Environmental Event, or fact or circumstance reasonably likely to lead to an Environmental Event (in Landlord's reasonable opinion), adversely affecting the Premises. As used herein, the term "ESA Report" shall mean a current Phase I Environmental Site Assessment of the Premises, conducted in accordance with the American Society of Testing



Materials (ASTM) Designation E-1527 (as most recently revised), Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process, expanded to include a limited asbestos survey, radon testing, testing for indoor air quality and such other matters relating to the Premises as Landlord may reasonably require. Such engineer or other professional preparing the ESA Report shall provide Landlord with reasonably satisfactory evidence of professional liability insurance, including without limitation, errors and omissions coverage with policy limits reasonably acceptable to Landlord and naming Landlord as an additional insured (to the extent such additional-insured coverage is then available at a commercially reasonable expense). As used herein, the term "**Release Date**" shall mean the later to occur of: (a) the expiration of this Lease in accordance with its terms, or (b) the later to occur of (i) the date upon which Tenant acquires fee simple title to the Premises pursuant to the proper exercise of a right or obligation provided for under the terms of this Lease, or (ii) the date upon which all such rights and obligations either expire on their respective terms or are irrevocably waived by the parties hereto, as applicable; provided that all obligations under this Lease have been paid/performed in full by Tenant. Furthermore, Tenant shall not be released from liability under this Lease as aforesaid for any obligation or liability (i) arising or accruing prior to the Release Date, or (ii) that arises or accrues from events that occurred prior to the Release Date. Landlord agrees to enter into an entry and testing agreement, on market terms that are reasonably acceptable to Landlord, to permit the preparation of the ESA or any supplement thereto.

## ARTICLE VII

### Assignment and Subletting

Section 7.1 Assignment. Tenant shall have the right at any time, without the consent of Landlord, to sell or assign all of the leasehold estate created hereby in its entirety, and the rights of Tenant, or any successor, assignee or grantee of Tenant, may pass by operation of law. Upon any such assignment, the assignee shall execute and deliver to Landlord a written assumption, in form and substance satisfactory to Landlord in its reasonable judgment, of all of the obligations of Tenant pertaining to the Premises under this Lease. Except as provided below, Tenant shall remain liable to Landlord for all liabilities or obligations of the tenant provided under this Lease pertaining to the Premises, unless expressly released therefrom by Landlord. Notwithstanding the foregoing, Tenant shall be relieved from all liabilities or obligations under this Lease pertaining to the assigned portion of the Premises if such assignment is made in connection with the sale or transfer by TeamCo of its Franchise to an entity not affiliated with Tenant, provided the assignee expressly assumes Tenant's obligations under this Lease, and the new owner of the Franchise expressly assumes the obligations of the "**Owner**" as defined in and under the Non-Relocation Agreement. The parties acknowledge that contemporaneously with the execution of this Lease, the New Franchise Agreement dated June 13, 2007, between the City, the Arlington Sports Facilities Development Authority, Inc. and the prior owner of the Franchise, has been replaced with the Non-Relocation Agreement for all purposes arising from and after the Effective Date.

Section 7.2 Subletting. Tenant shall have the right at any time, without the consent of Landlord, to sublet or otherwise assign the rights of use to all or any portion of the Premises or any Improvements from time to time located thereon, as Tenant may deem proper, it being agreed, however, that no subletting shall relieve Tenant of any of its obligations hereunder unless

otherwise agreed by Landlord and all subleases shall be strictly subject to the terms and provisions hereof.

Section 7.3 Nondisturbance Agreement. Upon the written request of Tenant, Landlord will enter into an appropriate Nondisturbance Agreement with any Subtenant. The Nondisturbance Agreement shall include such reasonable provisions as requested by the Subtenant, subject to the approval of Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), but in any event shall (i) reaffirm Landlord's ownership of the Premises, (ii) confirm (if true) that this Lease is in full force and effect without default by Tenant (or, if a default exists, specifying the default and the remedy required by Landlord), and (iii) provide, in substance, that, so long as the Subtenant complies with all of the terms of its sublease, Landlord, in the exercise of any of its rights or remedies under this Lease, shall not deprive the Subtenant of possession, or the right of possession, of the subleased property during the term of the sublease, or join the Subtenant as a party in any action or proceeding to enforce or terminate this Lease or obtain possession of the property leased in the sublease for any reason other than a material breach by the Subtenant of the terms of the sublease which would entitle Landlord to dispossess the Subtenant thereunder, provided that (a) such Nondisturbance Agreement shall not cover any period beyond the Term, and (b) simultaneously with the execution of the Nondisturbance Agreement, the Subtenant, at the request of Landlord, shall agree in writing that, in the event of any termination of this Lease prior to the expiration of its Term, the Subtenant shall be deemed attorned to Landlord, and shall become a tenant of Landlord under its sublease, with all rental thereunder payable to Landlord from and after the date of such attornment.

Section 7.4 General Provisions. Tenant shall, in connection with any assignment or sublease, provide notice to Landlord of the name, legal composition and address of any assignee or Subtenant. In addition, Tenant shall provide Landlord with a description of the nature of the assignee's or Subtenant's business to be carried on in the Premises. In no event, however, shall Tenant be required to provide Landlord with a copy of any assignment agreement or sublease.

## ARTICLE VIII

### Leasehold Mortgages

Section 8.1 Leasehold Mortgage Permitted. Tenant shall from time to time and at any time have the right to grant one or more Leasehold Mortgages, and in such event, upon Tenant's written request to Landlord, Landlord will execute and deliver a reasonable estoppel certificate addressed to each Leasehold Mortgagee under such Leasehold Mortgage setting forth the information described in Section 15.2 hereof, confirming the terms of this Article VIII, and providing Landlord's agreement to recognize the Leasehold Mortgagee or any purchaser of the Mortgaged Premises at foreclosure in the same manner as an assignee pursuant to Section 7.1 hereof. Landlord agrees to accept any amendments of this Lease which are requested by a Leasehold Mortgagee prior to the execution of its Leasehold Mortgage which are reasonably calculated to protect the Leasehold Mortgagee's interest in this Lease under its Leasehold Mortgage and do not, in the reasonable opinion of Landlord, materially diminish the rights of Landlord under this Lease. Notwithstanding the foregoing, no Leasehold Mortgagee shall by virtue thereof acquire any greater right in the Mortgaged Premises and in any building or improvements thereon than Tenant then had under this Lease, and provided further that any

Leasehold Mortgage and the indebtedness secured thereby shall at all times be and remain inferior and subordinate to all of the conditions, covenants and obligations of this Lease and to all of the rights of Landlord hereunder. In no event shall Tenant have the right to encumber, subordinate or render inferior in any way Landlord's fee simple title and reversionary interest in and to the Premises.

Section 8.2 Notices to Leasehold Mortgagees. If at any time after execution and recordation of any Leasehold Mortgage in the Deed of Trust Records of Tarrant County, Texas, in accordance with the provisions of Section 8.1, the Leasehold Mortgagee shall notify Landlord in writing that the Leasehold Mortgage on the Mortgaged Premises has been given and executed by Tenant, and shall furnish Landlord at the same time with the address to which Leasehold Mortgagee desires copies of notices to be mailed, or designates some person or corporation as its agent and representative for the purpose of receiving copies of notices, Landlord hereby agrees that it will thereafter mail to the Leasehold Mortgagee and to the agent or representative so designated by the Leasehold Mortgagee, at the address so given, duplicate copies of any and all notices in writing which Landlord may from time to time give or serve upon Tenant under and pursuant to the terms and provisions of this Lease and any and all pleadings in suits filed by Landlord against Tenant, as applicable. No notice to Tenant shall be effective as to the Leasehold Mortgagee unless duplicate copies thereof are mailed to such Leasehold Mortgagee at the same time the notice is given or served upon Tenant.

Section 8.3 Leasehold Mortgagee's Right to Cure. If Landlord shall ever be entitled to exercise a right hereunder to terminate this Lease after the giving of notice or the passage of time, as applicable, Landlord, subject to notification by a Leasehold Mortgagee pursuant to Section 8.2 above, shall deliver additional written notice to such Leasehold Mortgagee of Landlord's intention to so terminate this Lease and describing the existing defaults, and such Leasehold Mortgagee thereafter shall have thirty (30) days to cure the defaults described in such written notice. Notwithstanding the foregoing, but subject to the provisions of Section 9.2, in the event (i) such default is not capable of cure within such 30-day period, this Lease may not be terminated if Leasehold Mortgagee shall deliver to Landlord, within such 30-day period, written notice of Leasehold Mortgagee's intention to cure the specified defaults and shall commence and diligently pursue the cure of the specified defaults and such defaults by reason of such due diligence are cured within ninety (90) days of the date of such notice, or (ii) any Leasehold Mortgagee is not in actual possession of the Mortgaged Premises on the date of the additional notice given the Leasehold Mortgagee under this Section 8.3, and possession is necessary in order to cure any default, then the time within which such Leasehold Mortgagee may commence to cure such default shall be extended for a reasonable time not to exceed ninety (90) days until such Leasehold Mortgagee can obtain actual possession. No purported termination of this Lease shall be effective until such written notice shall have been given to each Leasehold Mortgagee and such 30-day period, or additional time period as provided above, shall have expired without the described defaults having been cured. Each Leasehold Mortgagee may, at its option any time before the rights of Tenant under this Lease shall have been terminated, pay any of the Rental due under the Existing Ballpark Lease or the New Ballpark Lease, procure any insurance required hereunder, make any repairs and improvements required hereunder, or do any other act or thing or make any other payment required of Tenant by the terms of this Lease or which may be necessary and appropriate to comply with the covenants and conditions of this Lease to prevent the termination of this Lease. All payments so made and all things so done and performed by any such Leasehold

Mortgagee shall be as effective to prevent a forfeiture of the rights of Tenant hereunder as if performed by Tenant.

Section 8.4 New Lease. Notwithstanding anything to the contrary contained in this Lease or otherwise, in the event of termination of this Lease for any reason prior to the stated expiration date, Landlord shall promptly notify all Leasehold Mortgagees of such termination. If the Leasehold Mortgagee having the highest priority with respect to this Lease, cures all defaults giving rise to such termination as provided below, Landlord shall enter into a new lease of the Mortgaged Premises with such Leasehold Mortgagee for the remainder of the Term, such new lease to be effective as of the date of termination of this Lease upon all of the same terms, conditions, covenants, agreements, provisions and limitations contained herein, subject to the following:

(a) The Leasehold Mortgagee entitled to the new lease shall make written request to Landlord for a new lease within sixty (60) days after receipt by the Leasehold Mortgagee of written notice from Landlord of the date of termination of this Lease; and

(b) At the time of the execution and delivery of the new lease, the Leasehold Mortgagee shall pay to Landlord all amounts specified in the notice of termination delivered by Landlord which would have been due hereunder except for such termination and which are currently due except for such termination, and shall agree to promptly cure all other defaults giving rise to such termination (that are reasonably susceptible of being cured by the Leasehold Mortgagee). The provisions of this Section 8.4 shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 8.4 was a separate and independent contract among Landlord, Tenant and any Leasehold Mortgagee.

Section 8.5 Leasehold Mortgagee's Liability. Unless a new lease shall have been executed pursuant to Section 8.4 above, no Leasehold Mortgagee shall be or become personally liable to Landlord as an assignee of this Lease, for the payment or performance of any obligation of Tenant unless and until it expressly assumes by written instrument the payment or performance of such obligation, and no assumption of liability shall be inferred from or result from foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by any Leasehold Mortgage, or from a conveyance or assignment pursuant to which any purchaser at foreclosure shall acquire the rights and interest of Tenant under the terms of this Lease; provided, however, any such assignee or purchaser must timely and diligently perform all obligations of the tenant hereunder that accrue thereafter.

Section 8.6 No Modification or Surrender. During such time as a portion of Tenant's leasehold estate is subject to a Leasehold Mortgage, this Lease as to such portion of the Premises may not be modified in any material respect or voluntarily surrendered without the prior written consent of the Leasehold Mortgagee, provided such consent is not unreasonably withheld.

## ARTICLE IX

### Default of Tenant

Section 9.1 Monetary Defaults. In the event of a failure on the part of Tenant to pay any sum due hereunder when due, and the continuation of such failure for ten (10) days after the date such sum is due hereunder, then and in either such event Landlord shall have the full right at Landlord's election to exercise and take any of the remedies set forth in Section 9.4 hereof; provided, however, Landlord may not terminate this Lease because of such failure until Tenant has been provided with written notice of such failure (which notice shall include in bold or otherwise conspicuous print and manner the statement that "**FAILURE OF TENANT TO CURE THE DESCRIBED MONETARY DEFAULT BY PAYMENT OF THE DELINQUENT AMOUNT TO LANDLORD WITHIN TEN (10) DAYS FOLLOWING TENANT'S RECEIPT OF THIS NOTICE MAY RESULT IN TERMINATION OF THE LEASE**") and Tenant's failure then continues for ten (10) days after its receipt of such notice.

### Section 9.2 Non-monetary Defaults by Tenant.

(a) In the event of any breach of any covenant of this Lease by Tenant, then and in such event Landlord shall have the right to give to Tenant and to each Leasehold Mortgagee in accordance with the provisions of Section 8.2 hereof a written notice specifying such breach, and unless within thirty (30) days from and after the date such notice is so given Tenant or any Leasehold Mortgagee shall have commenced to remove or to cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach (provided such breach must be cured within ninety (90) days after such notice), then Landlord shall have the full right at Landlord's election to take any of the remedies set forth in Section 9.4 hereof; provided, however, that if any Leasehold Mortgagee is not actually in possession of the Premises at the time of such default, then the time within which such Leasehold Mortgagee may commence to cure such default shall be extended for a reasonable time not to exceed ninety (90) days.

(b) It is further provided that the following shall be events of default of Tenant hereunder entitling Landlord without notice to exercise any of the remedies set forth in Section 9.4 hereof: (i) the making of any general assignment for the benefit of creditors by Tenant; (ii) the filing of a voluntary petition in bankruptcy or a voluntary petition for an arrangement or reorganization under the United States Federal Bankruptcy Act (or similar statute or law of any foreign jurisdiction) by Tenant; (iii) the appointment of a receiver or trustee for all or substantially all of Tenant's interest in the Premises or its leasehold estate hereunder if not removed within sixty (60) days; (iv) a material breach by TeamCo of its Franchise Obligations or its obligations under the Non-Relocation Agreement that continues beyond any applicable grace, notice or cure periods, and (v) the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating Tenant to be bankrupt, and the expiration without appeal of the period, if any, allowed by applicable law in which to appeal therefrom.

Section 9.3 Cross-Defaults Under Other Agreements; Termination of Non-Relocation Agreement.

(a) It is expressly agreed and provided that, before the Operational Date, the occurrence of any event that constitutes a default by the tenant under the Existing Ballpark Lease, or by tenant under the Centerfield Office Building Lease (if such default continues beyond the expiration of any applicable grace, notice or cure period) shall constitute an event of default of Tenant under this Lease entitling Landlord without notice to exercise any of the remedies set forth in Section 9.4 hereof.

(b) If the Non-Relocation Agreement shall ever be terminated by any party under and pursuant to the provisions of Section 2.6, such action shall, subject to the provisions of Section 13.1 of this Lease, terminate this Lease.

(c) It is expressly agreed and provided that, after the Operational Date, the occurrence of any event that constitutes a default by the tenant under the New Ballpark Lease (if such default continues beyond the expiration of any applicable grace, notice or cure period) shall constitute an event of default of Tenant under this Lease entitling Landlord without notice to exercise any of the remedies set forth in Section 9.4 hereof.

Section 9.4 Remedies. Upon Landlord becoming entitled to pursue Landlord's remedies against Tenant, as provided in Sections 9.1, 9.2, and 9.3, above, and subject to the additional rights of any Leasehold Mortgagee to cure existing defaults pursuant to Section 8.3 hereof, Landlord may declare Tenant in default under this Lease and enforce the performance of this Lease and pursue any remedy in any manner provided and permitted by applicable law or in equity, including specific performance or damages, and this Lease may be terminated at Landlord's discretion. Upon Landlord electing to terminate this Lease, this Lease shall cease and come to an end as if that were the day originally fixed herein for the expiration of the Term hereof, subject, however, to the provisions of Section 8.4 hereof. All amounts expended by Landlord to cure any default or to pursue remedies hereunder shall be paid by Tenant to Landlord upon demand and shall be in addition to any sums otherwise payable hereunder. All remedies of Landlord under this Lease shall be cumulative, and the failure to assert any remedy, and any waiver of any event of default, shall not be deemed to be a waiver of such remedy or event of default at later dates.

Section 9.5 Dispute Resolution.

(a) Settlement by Mutual Agreement. In the event any dispute, controversy or claim between or among the parties hereto arises under this Lease or any right, duty or obligation arising herefrom or the relationship of the parties hereunder (a "**Dispute or Controversy**"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Lease, the parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 9.5. In the event a Dispute or Controversy arises, any party hereto shall have the right to notify the other party hereto that the notifying party has elected to implement the procedures set forth in this Section 9.5. Within fifteen (15) days after delivery of any such notice by one party to the other party regarding a Dispute or Controversy, a representative of each of the parties shall meet at a mutually agreed time and place to attempt, with

diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained within fifteen (15) days after the meeting of the parties' representatives for such purpose, or such longer period as the parties may mutually agree upon, then either party may by notice to the Other party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 9.5(b) and Exhibit B hereto (the "Arbitration Procedures"). Upon the receipt of notice of referral to arbitration hereunder, the receiving party shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section 9.5 and Exhibit B hereto without regard to the justifiable character or executory nature of such Dispute or Controversy.

(b) Arbitration. Each party hereto hereby agrees that any Dispute or Controversy which is not resolved pursuant to the provisions of Section 9.5(a) above shall be submitted to binding arbitration hereunder and shall be resolved exclusively and finally through such binding arbitration in accordance with the Arbitration Procedures. This Section 9.5(b) and Exhibit B hereto are and hereby constitute a written agreement by the parties hereto to submit to arbitration any such Dispute or Controversy arising after the effective date of this Lease within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

(c) Emergency Relief. Notwithstanding any provision of this Lease to the contrary, any party hereto may seek: injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Tarrant County, Texas. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the Arbitration Procedures, notwithstanding that any court of competent jurisdiction, may enter an order providing for injunctive or other form of ancillary relief, the parties hereto expressly agree that the Arbitration Procedures will still govern the ultimate resolution of that portion of the Dispute or Controversy not resolved pursuant to said court order.

## ARTICLE X

### Default of Landlord

Section 10.1 Defaults. In the event of a breach of any covenant of this Lease by Landlord, then and in such event Tenant shall have the right to execute and deliver to Landlord a written notice specifying such breach, and unless within thirty (30) days from and after the date of delivery of such notice Landlord shall have commenced to remove or to cure such breach and shall be proceeding with reasonable diligence to completely remove or cure such breach (provided such breach must be cured within ninety (90) days after such notice), then Tenant shall have the full right at Tenant's election to take any of the remedies set forth in Section 10.2 hereof. It is expressly agreed and provided that the occurrence of any event that constitutes a default by the landlord under the Centerfield Office Building Lease, the Existing Ballpark Lease, or the New Ballpark Lease (if such default continues beyond the expiration of any applicable grace, notice or cure period) shall constitute an event of default of Landlord under this Lease, entitling Tenant without notice to exercise any of the remedies set forth in Section 10.2 hereof.

Section 10.2 Remedies. Upon Tenant becoming entitled to pursue Tenant's remedies against Landlord, as provided in Section 10.1, above, Tenant may enforce the performance of this Lease, terminate this Lease, or abate payment of any sums due for so long as any default remains

uncured (to the extent of any monetary damages incurred as set forth in this Lease), and pursue any remedy in any manner, or exercise any remedy, provided and permitted by applicable law, in equity or under this Lease. All remedies available to Tenant shall be cumulative and Tenant's exercise of a single remedy shall not later preclude Tenant from exercising any other available remedy (including, but not limited to, the right of specific performance, damages or mandamus). Notwithstanding anything to the contrary contained herein, any monetary damages for which Landlord shall be liable hereunder shall be satisfied solely as a credit against, and all sums expended by Tenant to cure any defaults of Landlord shall also be applied solely as a credit to, each of (i) the Rental due under the Existing Ballpark Lease in the order of the next maturing installments, (ii) the Rental due under the New Ballpark Lease in the order of the next maturing installments (to the extent the tenant under the Existing Ballpark Lease has not theretofore offset Rental payments due under the Existing Ballpark Lease), and (iii) the price of the Option on the Rangers Complex.

## ARTICLE XI

### Condemnation

Section 11.1 Definitions. Whenever used in this Article, the following words shall have the definitions and meanings herein set forth:

(a) "Condemnation Proceedings": Any action brought for the purpose of any taking of the Premises, the Improvements thereon or any part thereof or any other property interest therein by competent authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

(b) "Taking" or "Taken": The event and date of vesting of title to the Premises, the Improvements thereon or any part thereof or any other property interest therein pursuant to the condemnation proceedings.

Section 11.2 Efforts to Prevent Taking. Landlord agrees to use its reasonable efforts to cause the City and all other competent authorities with the power of eminent domain to refrain from instituting any Condemnation Proceedings or exercising any other powers of eminent domain with respect to the Premises, the Improvements thereon or any part thereof or any interest therein during the Term.

Section 11.3 Entire Taking. If all the Premises and Improvements shall be taken in Condemnation Proceedings, this Lease shall terminate as of the Taking; provided, however such termination shall not affect Tenant's rights to recovery of any portion of an award for its leasehold interests hereunder or other interests, as otherwise provided herein.

Section 11.4 Partial Taking.

(a) If less than all the Premises and Improvements shall be taken in Condemnation Proceedings, Tenant shall determine, within a reasonable time after such Taking, whether the remaining Premises and Improvements (after necessary and feasible repairs and



reconstruction to constitute the same a complete architectural unit or units), can economically and feasibly be used by Tenant.

(b) If it is determined by Tenant that such remaining Premises or Improvements cannot economically and feasibly be used by Tenant, then Tenant, at its election and written consent of any Leasehold Mortgagee, if any, may terminate this Lease on thirty (30) days' notice to Landlord to such effect; provided, however, such termination shall not affect Tenant's rights to recovery of any portion of an award for its leasehold interests hereunder or other interests, as provided herein. However, such election to terminate must be exercised within sixty (60) days after the determination that the remaining Premises or Improvements, cannot economically and feasibly be used by Tenant.

#### Section 11.5 Condemnation Award.

(a) Upon any Taking, Landlord and Tenant shall each be entitled to receive and retain such separate awards or portions of lump sum awards as may be allocated to their respective interests in any Condemnation Proceedings, subject to the following:

(i) If a partial Taking occurs and Tenant is required or determines to repair or reconstruct the remaining Improvements, Tenant shall be entitled to an amount equal to the costs of such repair or reconstruction to be so applied; and

(ii) Landlord shall be entitled to an amount equal to the value of the portion of Premises taken considered as unimproved, raw land, valued as a separate parcel not part of a larger assemblage of land and valued on the basis of such parcel's then highest and best use, but encumbered by this Lease (i.e., the value of the remainder interest of Landlord), which amount also shall be applied as a credit against the price of the Option on the Rangers Complex; and

(iii) The balance of the award, including without limitation an amount equal to the current rent fair market value of the portion of the Improvements owned by or paid for by Tenant situated on the portion of the land taken in their condition existing at the time of Taking and all moving expenses and diminishment in value of other property of Tenant, shall be paid to Tenant, subject to the rights of any Leasehold Mortgagees,

(b) If this Lease is not terminated by Tenant pursuant to the provisions of Section 11.4(b) after a partial condemnation, then (i) this Lease shall not terminate and it shall continue in full force and effect as to the portion of the Premises not taken, including the Improvements situated thereon, and the Rental payable under the Existing Ballpark Lease and the Rental due under the New Ballpark Lease (to the extent the tenant under the Existing Ballpark Lease has not theretofore offset Rental payments due under the Existing Ballpark Lease) shall be equitably reduced during the unexpired portion of its term, and (ii) Tenant shall commence and proceed with reasonable diligence to repair or reconstruct any required parking facilities for the Existing Ballpark, New Ballpark or Centerfield Office Building that are on the Premises to a complete architectural unit or units; provided, however, Tenant's obligation to so repair or reconstruct such parking facilities shall be limited to the proceeds of the condemnation award actually received by Tenant under this Section.

Section 11.6 Temporary Taking. If any right of temporary (herein defined) possession or occupancy of all or any portion, of the Premises shall be taken, the foregoing provisions of this Article shall be inapplicable thereto and this Lease shall continue in full force and effect and Tenant shall be entitled to make claim for and recover any award or awards, recoverable in respect of such possession or occupancy, and Landlord shall have no right or claim to any such award or awards. For the purposes of this Section 11.6, the Taking of possession or occupancy shall be regarded as "**temporary**" if it does not extend beyond the Term. Any Taking of the right of possession or occupancy of all or any portion of the Premises, which is for a period that does extend beyond the Term, shall be regarded for purposes of this Lease as a Taking which is not temporary and to which the foregoing provisions of this Article XI shall be applicable.

Section 11.7 Settlement of Proceedings. Landlord shall not make any settlement with the condemning authority in any Condemnation Proceedings nor convey or agree to convey the whole or any portion of the Premises or the Improvements thereon to such authority in lieu of condemnation without first obtaining the written consent of Tenant and any Leasehold Mortgagee,

## ARTICLE XII

### Representations, Warranties and Special Covenants

Section 12.1 Landlord's Representations, Warranties and Special Covenants. Landlord hereby represents, warrants and covenants as follows:

(a) Corporate Existence. Landlord is a duly incorporated home rule city of the State of Texas operating under the constitution and general laws of the State and its duly adopted home rule charter.

(b) Authority. Landlord has all requisite power and authority to own the Premises and to enter into this Lease and consummate the transactions herein contemplated, and by proper action in accordance with all applicable law has duly authorized the execution and delivery of this Lease and the consummation of the transactions herein contemplated.

(c) Binding Obligation. This Lease is a valid obligation of Landlord and is binding upon Landlord in accordance with its terms.

(d) No Defaults. The execution by Landlord of this Lease and the consummation by Landlord of the transactions contemplated hereby do not, as of the Commencement Date, result in a breach of any of the terms or provisions of any resolution, indenture, agreement, instrument or obligation to which Landlord is a party or by which the Premises or any portion thereof is bound; and does not to the knowledge of Landlord, constitute a violation of any order, rule or regulation applicable to Landlord or any portion of the Premises of any court or of any federal or state or municipal regulatory body or administrative agency or other governmental body having jurisdiction over Landlord or any portion of the Premises.

(e) Consents. No permission, approval or consent by third parties or any other governmental authorities is required in order for Landlord to enter into this Lease, or make the agreements herein contained, other than those which have been obtained.

(f) Mineral Drilling Activities; Quiet Enjoyment. The Landlord agrees and guarantees that, during the Term, (i) it will not undertake or engage in any mineral drilling or discovery and recovery activities under or with respect to the Premises that would intrude upon or disrupt any portion of the surface of any part or portion of the Premises, and that (ii) Tenant shall have the quiet enjoyment and peaceable possession of the Premises against hindrance or disturbance of any person or persons whatsoever.

(g) Uses of Mineral Income and Revenues. The Landlord hereby promises and agrees that any and all revenues of any nature or kind that its receives from the mining, drilling, discovery, and recovery of any oil, gas, and/or other minerals under or with respect to the Premises shall be used by the City to pay the costs of dredging, cleaning, and maintaining Johnson Creek, including the channel, its banks, and retaining walls, and the lakes that are a part of Johnson Creek that are located within the Premises.

(h) Proceedings. There are no actions, suits or proceedings pending or, to the reasonable best knowledge of Landlord, threatened or asserted against Landlord affecting Landlord or any portion of the Premises, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(i) Impositions. Landlord has not received any notice of any condemnation actions or increases in the assessed valuation of taxable property which are pending or being contemplated with respect to the Premises, or any portion thereof.

(j) Compliance with Laws. Landlord has not received any notice of any violation of any ordinance, regulation, law or statute of any governmental agency pertaining to the Premises or any portion thereof.

(k) Title and Encumbrances. Landlord holds good and indefeasible fee simple title to the Premises. Except as expressly referred to herein, there are no liens or security interests against the Premises, nor are there any liens or actions pending, to the knowledge of Landlord, which would result in the creation of any lien, for any existing improvements, including, but not limited to, water, sewage, street paving, electrical or power improvements, which give rise to any lien, completed or in progress, and there are no unpaid bills or claims in connection with any repair of the existing improvements or other work, performed or material purchased in connection with the existing improvements and no part of the existing improvements have been destroyed or damaged by fire or other casualty.

(l) Notices. Landlord shall concurrently furnish Tenant with copies of all notices relating to the Premises that are given by Landlord to, or received by Landlord from, any lenders.

(m) Limitations. Except as otherwise expressly provided herein, this Lease is made by Landlord without representation or warranty of any kind, either express or implied, as to the condition of the Premises, its merchantability, its condition or its fitness for Tenant's intended use or for any particular propose and all of the Premises is leased on an "as is" basis with all faults.

Landlord does not warrant or represent that the Premises, are or at any time will be habitable for any purpose or use.

Section 12.2 Tenant's Representations, Warranties and Special Covenants.

(a) Existence. Tenant is a limited partnership duly organized under the laws of the State of Texas, validly existing and in good standing under the laws of the State of Texas and its adopted and currently effective certificate of limited partnership.

(b) Authority. Tenant has all requisite power and authority to own its property, operate its business, enter into this Lease and consummate the transactions herein contemplated, and by proper action has duly authorized the execution and delivery of this Lease and the consummation of the transactions herein contemplated.

(c) Binding Obligations. This Lease is a valid obligation of Tenant and is binding upon Tenant in accordance with its terms.

(d) No Default. The execution by Tenant of this Lease and the consummation by Tenant of the transactions contemplated hereby do not, as of the execution date, result in a breach of any of the terms or provisions of, or constitute a default or condition which upon notice or lapse of time or both would ripen into default under the certificate of limited partnership or partnership agreement of Tenant, or under any indenture, agreement, instrument or obligation to which Tenant is a party or is bound.

(e) Consents. No other permission, approval or consent by third parties or any other governmental authorities is required in order for Tenant to enter into this Lease or consummate the transactions herein contemplated, other than those which have been obtained.

**ARTICLE XIII**

**The Development Option**

Section 13.1 New Development Option. As contemplated by the New Development Option Agreement, Tenant shall have the right to subdivide and develop the Premises and to construct Improvements thereon for purposes permitted by the Zoning District Ordinance and the New Development Option Agreement, and Landlord agrees to convey and transfer fee simple title to all or a portion of the Premises to Tenant and/or its assignee(s) or designee(s) in accordance with the procedures set forth in the New Development Option Agreement when, as, and if all of the conditions prescribed therein are satisfied. From and after the effective date of each transfer of a parcel of the Premises in accordance with the provisions of the New Development Option Agreement, the parcel so transferred shall no longer be included in the definition of "Premises" in, or otherwise be encumbered by, this Lease, and Tenant shall have no further obligations under this Lease with respect to that parcel.

## ARTICLE XIV

### Prior Option To Purchase the Development Property

Section 14.1 Prior Grant of Option. Landlord hereby confirms that Landlord has heretofore granted to TeamCo the Prior Option to Purchase and is concurrently herewith granting to TeamCo the New Option on the Development Property. Tenant, all Subtenants, each assignee of all or any portion of the New Development Option, and all Leasehold Mortgagees accept their respective interests in the Premises subject to the Prior Option to Purchase, and the New Option on the Development Property, granted to TeamCo.

Section 14.2 Allocation of Rights. TeamCo, RSC and Tenant are authorized to enter into agreements among each other allocating and managing the rights of the holder of the Prior Option to Purchase and New Option on the Development Property in such manner as they may deem appropriate, subject to the conditions to the exercise thereof as stated in the Existing Ballpark Lease and New Development Option Agreement, respectively.

## ARTICLE XV

### Miscellaneous

Section 15.1 Inspection. Tenant shall permit Landlord and its agents, upon no less than twenty-four (24) hours' prior notice, to enter into and upon the Premises during normal business hours on business days for the purpose of inspecting the same on condition that (a) Tenant's and its Subtenants' and invitees' use and quiet enjoyment of the same is not interfered with and (b) Tenant may require that any inspector be accompanied by a representative of Tenant. With respect to a safety or health-related inspection, 24 hours' prior notice shall not be required, although Landlord shall endeavor to provide as much advance notice to Tenant as is reasonably possible under the circumstances, and Landlord shall give reasonable notice prior to any planned inspection.

Section 15.2 Estoppel Certificates. Tenant and Landlord shall, at any time and from time to time upon not less than ten (10) days' prior request by the other Party, execute, acknowledge and deliver to Landlord or Tenant, as the case may be, a statement in writing certifying (i) its ownership of the interest of Landlord or Tenant hereunder (as the case may be), (ii) that this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), (iii) the dates to which the Rental and any other charges have been paid, (iv) that, to the best knowledge Landlord or Tenant, as the case may be, no default hereunder on the part of the other party exists (except that if any such default does exist, the certifying Party shall specify such default), and (v) as to any other matters reasonably requested by a Subtenant, Leasehold Mortgagee or third party.

Section 15.3 Release. If requested by Landlord, Tenant shall upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of the Memorandum of Lease Agreement dated as of June 23, 1992, and recorded in Volume 10683, Page 1899 of the real property records of Tarrant County, Texas and all Tenant's interest in the Premises, and upon request of Tenant, Landlord will execute and deliver a written cancellation

and termination of this Lease and release of all claims in proper form for recording to the extent such release is appropriate under the provisions hereof.

Section 15.4 Landlord's Right to Perform Tenant's Covenants. If Tenant shall fail in the performance of any of its covenants, obligations or agreements contained in this Lease, and such failure shall continue without Tenant curing or commencing to cure such failure within all applicable grace, notice and cure periods, Landlord after ten (10) days' additional written notice to Tenant specifying such failure and conspicuously describing that Landlord may perform Tenant's covenants unless Tenant takes action within ten (10) days (or shorter notice if any emergency exists) may (but without any obligation so to do) perform the same for the account and at the expense of Tenant, and the amount of any payment made or other reasonable expenses (including reasonable attorneys' fees incurred by Landlord for curing such default), with interest thereon at the rate of 10% per annum, shall be payable by Tenant to Landlord on demand, or if not so paid, shall be treated at Landlord's option as a monetary default hereunder pursuant to and subject to all of the provisions of Section 9.1 hereof.

Section 15.5 Tenant's Right to Perform Landlord's Covenants. If Landlord shall fail in the performance of any of its covenants, obligations or agreements contained in this Lease and such failure shall continue without Landlord curing or commencing to cure such failure within all applicable grace, notice and cure periods, Tenant, after ten (10) days' additional written notice to Landlord specifying such failure (or shorter notice if any emergency exists), may (but without obligation so to do) perform the same for the account and at the expense of Landlord, and the amount of any payments or other reasonable expenses (including reasonable attorneys' fees) incurred for such purpose, with interest thereon at the rate of 10% per annum, shall be payable by Landlord to Tenant upon demand, or if not so paid, may be deducted from the next payments of Rental becoming due under the Existing Ballpark Lease or New Ballpark Lease, as applicable.

Section 15.6 Notices.

(a) Any notice to be given or to be served in connection with this Lease must be in writing, and may be given by (i) actual delivery or (ii) certified or registered mail and shall be deemed to have been given and received either (y) upon actual delivery (if delivered by subsection (i) above) or (z) forty-eight (48) hours after a certified or registered letter containing such notice, properly addressed, with postage prepaid is deposited in the United States mail, addressed as follows:

If to Tenant:

Ballpark Parking Partners LLC  
800 Bering Drive, Suite 250  
Houston, Texas 77057  
Attention: Neil Leibman, President

With a copy to:

Ballpark Parking Partners LLC  
c/o Rangers Baseball LLC

1000 Ballpark Way, Suite 400  
Arlington, Texas 76011  
Attention: Katherine Pothier

If to Landlord:

City of Arlington  
City Hall  
101 West Abram  
Arlington, Texas 76004  
Attention: City Manager

With a copy to:

City of Arlington  
City Hall  
101 West Abram  
Arlington, Texas 76004  
Attention: City Attorney

provided, however, that any Party may at any time change the place of receiving notice by ten (10) days' written notice of such change of address to the other Party in accordance with the manner of giving notice described below.

(b) If and when included in the term of the "**Landlord**" as used in this instrument there shall at any time be more than one person, firm or corporation, they shall arrange among themselves for the joint execution of such a notice specifying some Party with its principal place of business in Tarrant County, Texas, for the receipt of notices to Landlord and to which all payments to Landlord shall be made, and payments made by Tenant in accordance with each such notice (until the current arrangement for payment is superseded by the delivery of a different notice) shall constitute payment to all included with the term the "**Landlord**." If at any time that the rights of Tenant hereunder have passed from the original Tenant, there are included within the term "**Tenant**" as used in this instrument more than one person, firm or corporation, they shall arrange among themselves for the joint execution of such a notice specifying not more than three Parties, at least one of which must be located at some specific address in Tarrant County, Texas, for the receipt of notices to Tenant. All Parties included within the term the "**Landlord**" and "**Tenant**," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each had received such notice.

Section 15.7 Successor and Assigns. Except where the context requires otherwise, the word "**Tenant**" as used in this instrument shall extend to and include the entity executing this Lease, as well as any and all persons or entities who at any time or from time to time during the Term shall succeed to the interest and estate of Tenant hereunder immediate or remote, including any purchaser at any foreclosure sale and successive assignees or successors of the purchaser at any foreclosure sale and grantees or assigns of the leasehold estate in lieu of foreclosure under any Leasehold Mortgage granted by Tenant; and subject to the provisions of Sections 7.1 and 8.5 hereof, all of the covenants, agreements, conditions, and stipulations herein contained which inure

to the benefit of or are binding upon Tenant shall inure to the benefit of and shall be jointly and severally binding upon the successors, assigns and grantees of Tenant, and each of them; and any and all persons who at any time or from time to time during the Term shall succeed to the interest and estate of Tenant created hereby. The phrase "**Landlord**" as used in this instrument shall extend to and include the named Landlord executing this instrument, as well as any and all persons or entities who at any time or from time to time during the Term shall succeed to the interest and estate of Landlord in the Premises and all of the covenants, agreements, conditions and stipulations herein contained which inure to the benefit of or are binding upon Landlord shall also inure to the benefit of and shall be jointly and severally binding upon the successors, assigns, or other representatives of Landlord, and of any and all persons who shall at any time or from time to time during the Term succeed to the interest and estate of Landlord in the Premises. The tenant under the Existing Ballpark Lease (TeamCo) is an intended beneficiary of this Lease and is entitled to rely hereon and enforce the provisions hereof granting credits or offsets against the Rental owing under the Existing Ballpark Lease. The tenant under the New Ballpark Lease (RSC) is also an intended beneficiary of this Lease and is entitled to rely hereon and enforce the provisions hereof granting credits or offsets against the Rental owing under the New Ballpark Lease and the price of the Option on the Rangers Complex.

Section 15.8 Modifications. Subject to Section 8.6 hereof, no subsequent agreement amending, supplementing, modifying, waiving or in any way relating to the subject matter of this Lease shall be effective unless set forth in a written instrument making specific reference to this Lease signed by Landlord and Tenant and accompanied by a resolution approving the same adopted by the City Council of the City. No waiver of any breach of this Lease shall be construed as an implied amendment or agreement to amend any provision of this Lease.

Section 15.9 Descriptive Headings. The descriptive headings of this Lease are inserted for convenience in reference only and do not in any way limit or amplify the terms and provisions of this Lease.

Section 15.10 Unavoidable Default and Delays. The time within which either Party hereto shall be required to perform any act under this Lease shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, Acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, terrorist acts, enemy action, civil disturbance, fire, unavoidable casualties or any other cause beyond the reasonable control of the party seeking the delay. The provisions of this Section 15.10 shall not operate to excuse Tenant from prompt payment of any sums required by the terms of this Lease according to the other express provisions hereof.

Section 15.11 Partial Invalidity. If any term, provision, condition or covenant of this Lease or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.



Section 15.12 Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Texas and, the terms, provisions, obligations and covenants hereof being performable in Tarrant County, Texas. The Parties hereby agree that venue for any action instituted to enforce the right of either Party hereunder shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 15.13 Attorneys' Fees. Should either Party to this Lease engage the services of attorneys or institute legal proceedings to enforce its rights or remedies under this Lease, the prevailing Party to such dispute or proceedings shall be entitled to recover its reasonable attorneys' fees and similar costs incurred in connection with the resolution of such dispute or the institution, prosecution or defense in such proceedings from the other Party.

Section 15.14 Interpretation. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of any association between the Parties hereto, it being understood and agreed that none of the provisions contained herein or any acts of the Parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the Parties hereto other than the relationship of landlord and tenant.

Section 15.15 Net Lease. It is the intention of Landlord and Tenant that all Impositions and other costs related to Tenant's use or operation of the Premises shall be absolutely net to Landlord, and that Tenant shall pay during the Term, without (except as otherwise expressly set forth herein) any offset or deduction whatsoever, ad such Impositions and other costs.

Section 15.16 Brokerage Commission. Landlord and Tenant represent and warrant to each other that no broker commission, finder's fees or similar compensation is due to any party claiming through the representing party in respect of this Lease. Landlord and Tenant shall each defend, indemnify and hold harmless the other from any and all claims for any real estate commission, brokerage fee, or finder's fee occasioned by the purchase or sale of the Property in regard to any claims arising by, through, or under the indemnifying party.

Section 15.17 Short Form. Landlord and Tenant agree to execute and deliver to each other a short form of this Lease and any amendment thereto in recordable form which incorporates all of the terms and conditions of this Lease or amendment, as applicable, by reference in the form mutually agreed upon by Landlord and Tenant. Landlord and Tenant agree that such short form may be recorded, at Tenant's expense, in the applicable real property records of Tarrant County, Texas but this Lease shall not be recorded.

Section 15.18 Monetary Obligations of Landlord. Notwithstanding anything to the contrary contained herein, monetary obligations, if any, of Landlord hereunder shall be payable solely from offsets to the Rentals due Landlord under the Existing Ballpark Lease and the New Ballpark Lease.

Section 15.19 Landlord's Lien Waiver. Landlord hereby waives all landlord's liens that Landlord might hold, statutory or otherwise, to any of Tenant's (or any Subtenant's) inventory, trade fixtures, equipment or other personal property now or hereafter placed on the Premises.

Section 15.20 Waiver of Consequential Damages: Notwithstanding anything in this Lease to the contrary, (a) Landlord hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Tenant or its representatives, agents or employees, and (b) Tenant hereby waives any consequential damages, compensation or claims for inconvenience, loss of business, rents or profits as a result of any injury or damage, whether or not caused by the willful or wrongful act of Landlord or its representatives, agents or employees,

Section 15.21 Principles of Construction. All references to Sections and Exhibits are to Sections and Exhibits in or to this Lease unless otherwise specified. Any reference to "**this Section**" in this Lease shall mean the Section in which such reference appears, and shall also be deemed refer to the subsections contained in such Section. Unless otherwise specified, the words "**hereof**," "**herein**" and "**hereunder**" and words of similar import, when used in this Lease, shall refer to this Lease as a whole and not to any particular provision of this Lease. The words "**includes**," "**including**" and similar terms shall be construed as if followed by the words "**without limitation**." Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. Definitions contained in this Lease which identify documents, including this Lease, shall be deemed to include all amendments thereto. Tenant acknowledges and agrees that each provision of this Lease for determining charges and amounts payable by Tenant is commercially reasonable and, as to each such charge or amount, constitutes a "**method by which the charge is to be computed**" for purposes of Section 93.004 of the Texas Property Code, as enacted by House Bill 2186, 77th Legislature. The terms and provisions of this Lease shall not be construed against or in favor of a party hereto merely because such party is "**Landlord**" or "**Tenant**" hereunder or such party or its counsel is the draftsman of this Lease.

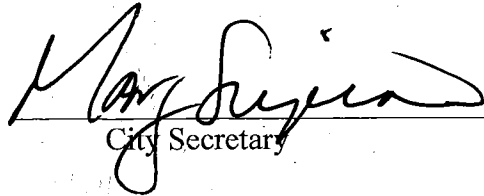
Section 15.22 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by facsimile shall be treated as originals for all purposes hereof.

Section 15.23 Entire Agreements. This Lease constitutes the entire understanding and agreement of Landlord and Tenant with respect to the subject matter hereof, and contain all the covenants and agreements of Landlord and Tenant with respect thereto. Landlord and Tenant each acknowledge that no representations, inducements, promises or agreements, oral or written, have been made by Landlord, Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein or therein, and any prior agreements, promises, negotiations or representations not expressly set forth herein or therein are of no force or effect.

Section 15.24 Exculpation. All of Tenant's constituent partners, and all of their constituent members, partners, shareholders, officers, directors, employees, participants and agents are hereby released from all personal liability under this Lease. Tenant's liability, and Landlord's sole means of recourse, hereunder shall be limited to Tenant's interest in the Premises, and any real estate sales, casualty insurance or condemnation proceeds thereof.

(Signature Page Follows.)

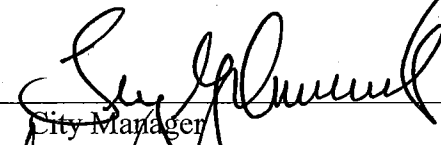
ATTEST:

  
\_\_\_\_\_  
City Secretary

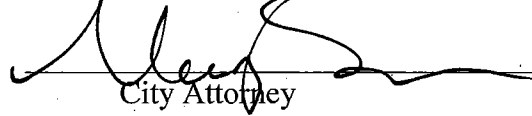
[SEAL]

LANDLORD:

CITY OF ARLINGTON, TEXAS

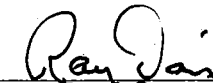
By:   
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

TENANT:

BALLPARK PARKING PARTNERS LLC

By:   
\_\_\_\_\_  
Name: Ray Davis  
Title: Manager, Co-chair

THE STATE OF Texas §

§

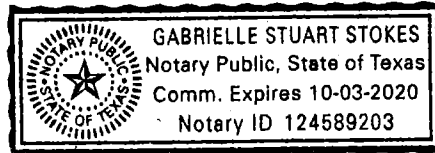
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 5<sup>th</sup> day of July, 2017, by Trey Kelverton, City Manager of City of Arlington, Texas,  
a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

Gabrielle Stuart Stokes  
Notary Public in and for the State of Texas

[SEAL]

My Commission Expires: 10-03-2020



THE STATE OF Texas §

§

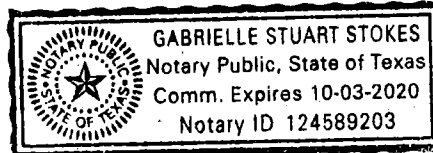
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 5<sup>th</sup> day of July, 2017, by Ray Davis, \_\_\_\_\_ of Ballpark Parking Partners, LLC,  
a Manager, Co-Chair, on behalf of said limited liability Co.

Gabrielle Stuart Stokes  
Notary Public in and for the State of Texas

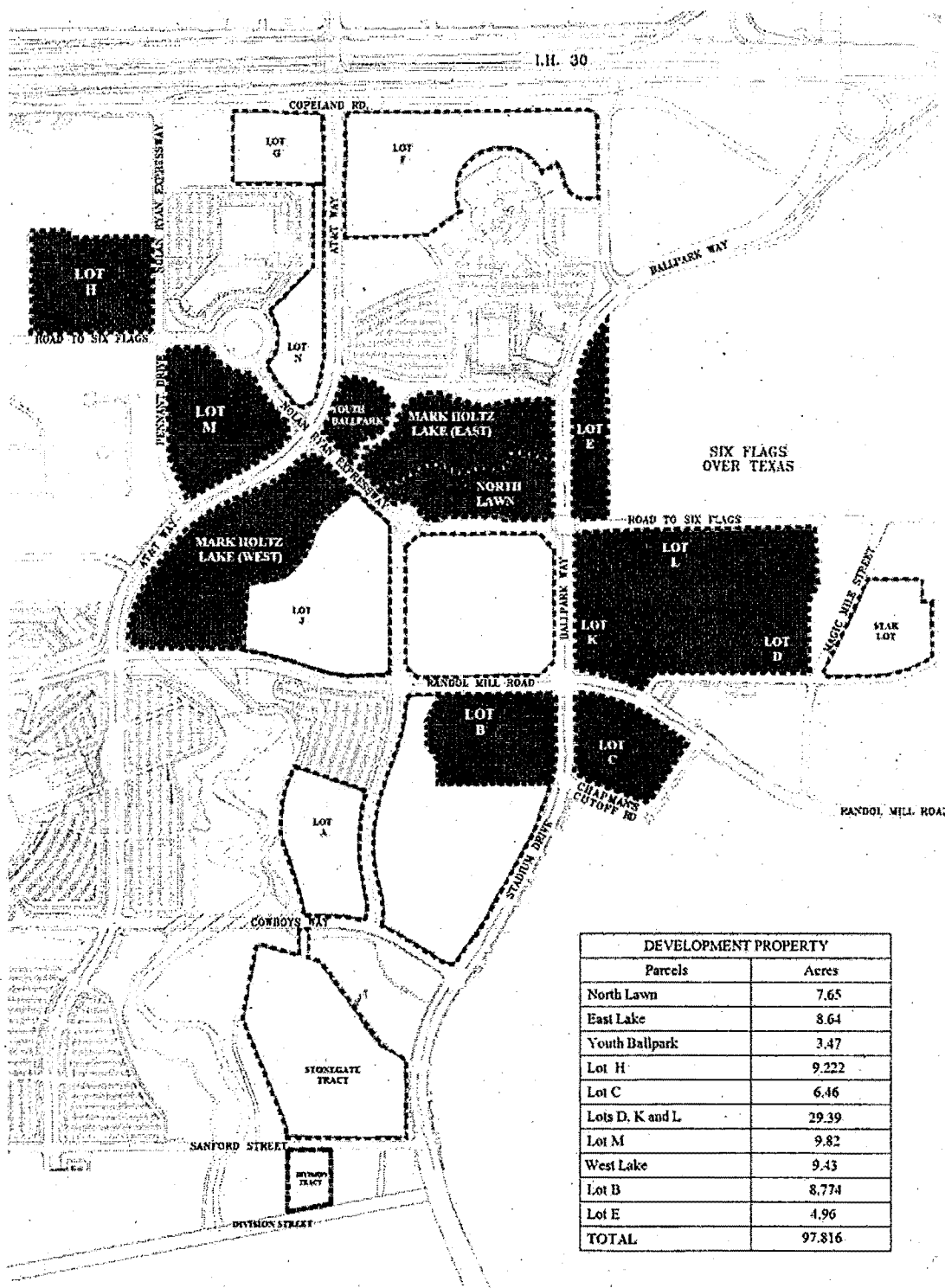
[SEAL]

My Commission Expires: 10-03-2020



# EXHIBIT A

## LEGAL DESCRIPTION OF THE DEVELOPMENT PROPERTY



DEVELOPMENT PROPERTY	
Parcels	Acres
North Lawn	7.65
East Lake	8.64
Youth Ballpark	3.47
Lot H	9.222
Lot C	6.46
Lots D, K and L	29.39
Lot M	9.82
West Lake	9.43
Lot B	8.774
Lot E	4.96
<b>TOTAL</b>	<b>97.816</b>

## LEGAL DESCRIPTION

### NORTH LAWN

Being a 7.65 acre tract of land situated in the William O'Neal Survey, Abstract No.1190, Tarrant County, Texas and being a portion of Lot 2, Block A, of The Ballpark Addition, an addition to the City of Arlington, as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for corner, said point being the northwest corner of said Lot 2, Block A, and the southwest corner of Lot 3, Block A, of The Ballpark Addition as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas, said Lots being a common line, also being in the east right-of-way line of Nolan Ryan Expressway (a 120 foot R.O.W. at this point);

THENCE North  $44^{\circ}37'19''$  East, leaving said east right-of-way line, and along said common line, a distance of 67.69 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the right having a radius of 125.00 feet, a central angle of  $60^{\circ}22'41''$ , and a long chord which bears North  $74^{\circ}48'40''$  East, 125.71 feet;

THENCE continuing along said common line, and along said tangent curve to the right, an arc distance of 131.72 feet to a found 1/2 inch iron rod for corner;

THENCE South  $75^{\circ}00'00''$  East, continuing along said common line, a distance of 33.15 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the left having a radius of 200.00 feet, a central angle of  $16^{\circ}17'45''$ , and a long chord which bears South  $83^{\circ}08'52''$  East, 56.69 feet;

THENCE continuing along said common line, and along said tangent curve to the left, an arc distance of 56.88 feet to a found 1/2 inch iron rod for corner;

THENCE North  $90^{\circ}00'00''$  East, continuing along said common line, a distance of 46.73 feet to a found 1/2 inch iron rod for corner;

THENCE South  $00^{\circ}22'40''$  East, continuing along said common line, a distance of 25.38 feet to a found 1/2 inch iron rod for corner;

THENCE North  $89^{\circ}37'20''$  East, continuing along said common line, a distance of 90.00 feet to a found 1/2 inch iron rod for corner;

THENCE South  $00^{\circ}22'40''$  East, continuing along said common line, a distance of 34.00 feet to a found 1/2 inch iron rod for corner;

THENCE North  $89^{\circ}37'20''$  East, continuing along said common line, a distance of 190.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 00°22'40" West, continuing along said common line, a distance of 34.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 89°37'20" East, continuing along said common line, a distance of 184.40 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the left having a radius of 300.00 feet and a central angle of 20°09'42" and a long chord which bears North 20°04'51" East, 105.02 feet;

THENCE continuing along said common line, and along said non-tangent curve to the left an arc distance of 105.57 feet to a found 1/2 inch iron rod for corner;

THENCE North 10°00'00" East, continuing along said common line, a distance of 36.52 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the right having a radius of 100.00 feet, a central angle of 80°00'00", and a long chord which bears North 50°00'00" East, 128.56 feet;

THENCE continuing along said common line, and along said tangent curve to the right an arc distance of 139.63 feet to a found 1/2 inch iron rod for corner;

THENCE North 90°00'00" East, continuing along said common line, a distance of 171.14 feet to a found 1/2 inch iron rod for corner, said point being in the west right-of-way line of Ballpark Way (a variable width R.O.W.);

THENCE South 00°22'41" East, leaving said common line, and along said west right-of-way line, a distance of 425.48 feet to a found "x" in concrete for corner;

THENCE South 89°37'19" West, continuing along said west right-of-way line, a distance of 14.00 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the right having a radius of 80.00 feet, a central angle of 90°02'25", and a long chord which bears South 44°38'32" West, 113.18 feet;

THENCE continuing said west right-of-way line, and following along said non-tangent curve to the right, an arc distance of 125.72 feet to a found 1/2 inch iron rod for corner, said point being in the north right-of-way line of East Road to Six Flags Street (a variable width R.O.W.);

THENCE South 89°39'44" West, along said north right-of-way line, a distance of 39.92 feet to a found 1/2 inch iron rod for corner;

THENCE South 85°02'12" West, continuing along said north right-of-way line, a distance of 150.47 feet to a found 1/2 inch iron rod for corner;

THENCE North 43°16'04" West, continuing along said north right-of-way line, a distance of 7.96 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the left having a radius of 36.50 feet, a central angle of 47°07'16", and a long chord which bears North 66°49'42" West, 29.18 feet;

THENCE continuing along said north right-of-way line, and along said tangent curve to

the left, an arc distance of 30.02 feet to a found 1/2 inch iron rod for corner;

THENCE South  $89^{\circ}36'40''$  West, continuing along said north right-of-way line, a distance of 303.95 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the left having a radius of 36.50 feet, a central angle of  $47^{\circ}07'16''$ , and a long chord which bears South  $66^{\circ}03'02''$  West, 29.18 feet;

THENCE continuing along said north right-of-way line, and along said tangent curve to the left, an arc distance of 30.02 feet to a found 1/2 inch iron rod for corner;

THENCE South  $42^{\circ}29'24''$  West, continuing along said north right-of-way line, a distance of 7.51 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the right having a radius of 500.00 feet, a central angle of  $07^{\circ}24'47''$  and a long chord which bears North  $84^{\circ}35'10''$  West, 64.64 feet;

THENCE continuing along said north right-of-way line, and along said non-tangent curve to the right, an arc distance of 64.69 feet to a found 1/2 inch iron rod for corner;

THENCE North  $10^{\circ}03'55''$  East, continuing along said north right-of-way line, a distance of 0.15 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the right having a radius of 88.00 feet, a central angle of  $55^{\circ}08'27''$  and a long chord which bears North  $53^{\circ}00'55''$  West, 81.46 feet;

THENCE continuing along said north right-of-way line, and along said non-tangent curve to the right an arc distance of 84.69 feet to a found 1/2 inch iron rod for corner, for the beginning of a reverse curve to the left having a radius of 86.50 feet, a central angle of  $69^{\circ}00'08''$  and a long chord which bears North  $61^{\circ}30'48''$  West, 97.99 feet;

THENCE continuing along said north right-of-way line, and along said reverse curve to the left, an arc distance of 104.17 feet to a found 1/2 inch iron rod for corner, being in the said east right-of-way line of Nolan Ryan Expressway (a variable width R.O.W. at this point);

THENCE North  $06^{\circ}40'51''$  West, leaving said north right-of-way line and following along said east right-of-way line, a distance of 0.51 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the right having a radius of 143.00 feet, a central angle of  $50^{\circ}17'33''$  and a long chord which bears North  $71^{\circ}56'06''$  West, 121.53 feet;

THENCE along said east right-of-way line, and along said non-tangent curve to the right, an arc distance of 125.52 feet to a found 1/2 inch iron rod for corner;

THENCE South  $42^{\circ}48'42''$  West, continuing along said east right-of-way line, a distance of 0.52 feet to a found 1/2 inch iron rod for corner, for the beginning of a non-tangent curve to the right having a radius of 500.00 feet, a central angle of  $00^{\circ}42'06''$  and a long chord which bears North  $45^{\circ}44'01''$  West, 6.12 feet;

THENCE continuing along said east right-of-way line, and along said non-tangent curve to the right, an arc distance of 6.12 feet to a found 1/2 inch iron rod for corner;



THENCE North  $44^{\circ}56'33''$  West, continuing along said east right-of-way line a distance of 66.14 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the left having a radius of 645.00 feet and a central angle of  $2^{\circ}15'56''$  and a long chord which bears North  $44^{\circ}14'43''$  West, 25.50 feet;

THENCE continuing along said east right-of-way line, and along said tangent curve to the left an arc distance of 25.50 feet to a found 1/2 inch iron rod for corner;

THENCE North  $44^{\circ}37'19''$  East continuing along said east right-of-way line, a distance of 15.00 feet to a found 1/2 inch iron rod for corner;

THENCE North  $45^{\circ}22'41''$  West, continuing along said east right-of-way line, a distance of 58.62 feet to the POINT OF BEGINNING and CONTAINING 333,398 square feet or 7.65 acres of land, more or less.

## LEGAL DESCRIPTION

### EAST LAKE

BEING a 8.64 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, Tarrant County, Texas, being all of Lots 3 and 4, Block A, The Ballpark Addition, an Addition to the City of Arlington, according to the Plat recorded in Cabinet A, Slide 8693A, Plat Records, Tarrant County, Texas. Said 8.64 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod, said point being the southeast corner of said Lot 3, Block A, also being in the west right-of-way of Ballpark Way (having a variable width right-of-way);

THENCE North  $90^{\circ}00'00''$  West, leaving said west right-of-way line and following along the south line of said Lot 3, a distance of 171.14 feet to a found 1/2 inch iron rod for corner, for the beginning of a tangent curve to the left having a radius of 100.00 feet, a central angle of  $80^{\circ}00'00''$ , and a long chord which bears South  $50^{\circ}00'00''$  West, 128.56 feet;

THENCE along said curve to the left, an arc distance of 139.63 feet to a found 1/2 inch iron rod for corner;

THENCE South  $10^{\circ}00'00''$  West, a distance of 36.52 feet to a found 1/2 inch iron rod, said point also being the beginning of a tangent curve to the right having a radius of 300.00 feet, a central angle of  $20^{\circ}09'42''$  and a long chord which bears South  $20^{\circ}04'51''$  West, 105.02 feet;

THENCE along said tangent curve to the right, an arc distance of 105.57 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $89^{\circ}37'20''$  West, a distance of 184.40 feet to a found 1/2 inch iron rod for corner;

THENCE South  $00^{\circ}22'40''$  East, a distance of 34.00 feet to a found 1/2 inch iron rod for corner;

THENCE South  $89^{\circ}37'20''$  West, a distance of 190.00 feet to a found 1/2 inch iron rod for corner;

THENCE North  $00^{\circ}22'40''$  West, a distance of 34.00 feet to a found 1/2 inch iron rod for corner;

THENCE South  $89^{\circ}37'20''$  West, a distance of 90.00 feet to a found 1/2 inch iron rod for corner;

THENCE North  $00^{\circ}22'40''$  West, a distance of 25.38 feet to a found 1/2 inch iron rod for corner;

THENCE North  $90^{\circ}00'00''$  West, a distance of 46.73 feet to a found 1/2 inch iron rod, said point also being the beginning of a tangent curve to the right having a radius of 200.00 feet and a central angle of  $16^{\circ}17'45''$  and a long chord which bears North  $83^{\circ}08'52''$  West, 56.69 feet;

THENCE along said tangent curve to the right, an arc distance of 56.88 feet to a found 1/2 inch

iron rod for corner and the end of said curve;

THENCE North  $75^{\circ}00'00''$  West, a distance of 33.15 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the left having a radius of 125.00 feet, a central angle of  $60^{\circ}22'41''$ , and a long chord which bears South  $74^{\circ}48'40''$  West, 125.71 feet;

THENCE along said tangent curve to the left, an arc distance of 131.72 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $44^{\circ}37'19''$  West, a distance of 67.69 feet to a found 1/2 inch iron rod for corner, said point being the southwest corner of said Lot 3, Block A and also being in the east right-of-way line of Nolan Ryan Expressway (having a variable width right-of-way);

THENCE North  $45^{\circ}22'41''$  West, along said east right-of-way line, a distance of 100.10 feet to a found 1/2 inch iron rod, said point being northwest corner of said Lot 4, Block A and also the beginning of a non-tangent curve to the left having a radius of 84.50 feet and a central angle of  $21^{\circ}21'48''$  and a long chord which bears North  $16^{\circ}39'28''$  East, 31.33 feet;

THENCE along said non-tangent curve to the left and leaving said east right-of-way line, an arc distance of 31.51 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North  $08^{\circ}02'42''$  East, a distance of 56.61 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the left having a radius of 60.00 feet and a central angle of  $20^{\circ}45'39''$  and a long chord which bears North  $00^{\circ}37'07''$  East, 21.62 feet;

THENCE along said tangent curve to the left, an arc distance of 21.74 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North  $43^{\circ}52'59''$  East, a distance of 33.36 feet to a found 1/2 inch iron rod, said point being the beginning of a non-tangent curve to the left having a radius of 50.00 feet and a central angle of  $29^{\circ}00'08''$ , and a long chord which bears South  $57^{\circ}17'55''$  East, 25.04 feet;

THENCE along said non-tangent curve to the left, an arc distance of 25.31 feet to a found 1/2 inch iron rod for the beginning of a tangent curve to the left having a radius of 30.00 feet, a central angle of  $45^{\circ}24'12''$ , and a long chord which bears North  $86^{\circ}10'20''$  East, 23.16 feet;

THENCE along said tangent curve to the left, an arc distance of 23.77 feet to a found 1/2 inch iron rod for corner and being the end of said curve;

THENCE North  $62^{\circ}18'19''$  East, a distance of 56.11 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the left having a radius of 120.00 feet and a central angle of  $34^{\circ}03'46''$  and a long chord which bears North  $44^{\circ}07'18''$  East, 70.29 feet;

THENCE along said tangent curve to the left, an arc distance of 71.34 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North  $16^{\circ}48'08''$  East, a distance of 76.59 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the right having a radius of 240.00 feet and a central

angle of  $30^{\circ}09'30''$  and a long chord which bears North  $36^{\circ}20'26''$  East, 124.87 feet;

THENCE along said tangent curve to the right an arc distance of 126.33 feet to a found 1/2 inch iron rod for corner;

THENCE North  $52^{\circ}22'56''$  East, a distance of 61.01 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the right having a radius of 140.00 feet and a central angle of  $42^{\circ}43'35''$  and a long chord which bears North  $72^{\circ}48'08''$  East, 102.00 feet;

THENCE along said tangent curve to the right, an arc distance of 104.40 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $84^{\circ}35'34''$  East, a distance of 104.49 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the right having a radius of 320.00 feet and a central angle of  $18^{\circ}56'45''$  and a long chord which bears South  $70^{\circ}11'09''$  East, 105.33 feet;

THENCE along said tangent curve to the right, an arc distance of 105.81 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $67^{\circ}49'21''$  East, a distance of 50.92 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the left having a radius of 280.00 feet and a central angle of  $36^{\circ}58'25''$  and a long chord which bears South  $89^{\circ}29'37''$  East, 177.57 feet;

THENCE along said tangent curve to the left, an arc distance of 180.69 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE North  $73^{\circ}37'19''$  East, a distance of 26.99 feet to a found 1/2 inch iron rod;

THENCE North  $70^{\circ}47'22''$  East, a distance of 69.17 feet to a found 1/2 inch iron rod, said point being the beginning of a tangent curve to the right having a radius of 180.00 feet and a central angle of  $23^{\circ}22'21''$  and a long chord which bears North  $79^{\circ}18'45''$  East, 72.92 feet;

THENCE along said tangent curve to the right an arc distance of 73.43 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $87^{\circ}50'38''$  East, a distance of 146.26 feet to a found 1/2 inch iron rod for corner, said point being the northeast corner of said Lot 4, Block A and also being in the west right-of-way of said Ballpark Way, said point also being the beginning of a non-tangent curve to the left having a radius of 865.24 feet and a central angle of  $6^{\circ}22'29''$ , and a long chord which bears South  $03^{\circ}28'46''$  West, 96.22 feet;

THENCE along said non-tangent curve to the left and following along said west right-of-way line, an arc distance of 96.27 feet to a found 1/2 inch iron rod for corner and the end of said curve;

THENCE South  $88^{\circ}02'12''$  West, continuing along said west right-of-way line, a distance of 5.06 feet to a found 1/2 inch iron rod for corner;

THENCE South 00°22'41" East, continuing along said west right-of-way line, a distance of 123.07 feet to the POINT OF BEGINNING and CONTAINING 376,548 square feet, 8.64 acres of land, more or less.

## LEGAL DESCRIPTION

### YOUTH BALLPARK

BEING a 3.47 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, City of Arlington, Tarrant County, Texas, being a portion of Lot 5, Block A, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 8673A, Plat Records, Tarrant County, Texas. Said 3.47 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the northeast corner of said Lot 5 and the most southerly southwest corner of Lot 7, Block A of said The Ballpark Addition, also being in the northerly line of Lot 4, Block A of said The Ballpark Addition;

THENCE South  $52^{\circ}22'56''$  West, along the common line of said Lots 4 and 5, for a distance of 22.18 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the left having a radius of 240.00 feet, a central angle of  $30^{\circ}09'30''$  and a long chord which bears South  $36^{\circ}20'26''$  West, 124.87 feet;

THENCE southwesterly, along said common line and said non-tangent curve to the left, an arc distance of 126.33 feet to a found 1/2 inch iron rod for corner;

THENCE South  $16^{\circ}48'08''$  West, continuing along said common line, for a distance of 76.59 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the right having a radius of 120.00 feet, a central angle of  $34^{\circ}03'46''$  and a long chord which bears South  $44^{\circ}07'18''$  West, 70.29 feet;

THENCE southwesterly, along said common line and said non-tangent curve to the right, an arc distance of 71.34 feet to a found 1/2 inch iron rod for corner;

THENCE South  $62^{\circ}18'19''$  West, continuing along said common line, for a distance of 56.11 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the right having a radius of 30.00 feet and a central angle of  $45^{\circ}24'12''$  and a long chord which bears South  $86^{\circ}10'20''$  West, 23.16 feet;

THENCE southwesterly, along said common line and said non-tangent curve to the right, an arc distance of 23.77 feet to a found 1/2 inch iron rod for corner, being the beginning of a compound curve to the right having a radius of 50.00 feet, a central angle of  $29^{\circ}00'08''$  and a long chord which bears North  $57^{\circ}17'55''$  West, 25.04 feet;

THENCE northwesterly, along said common line and said compound curve to the right, an arc distance of 25.31 feet to a found 1/2 inch iron rod for corner;

THENCE South  $43^{\circ}52'59''$  West, continuing along said common line, for a distance of 33.36 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the right having a radius of 60.00 feet, a central angle of  $20^{\circ}45'39''$  and a long chord which bears South  $00^{\circ}37'07''$  West, 21.62 feet;

THENCE southwesterly, along said common line and said non-tangent curve to the right an arc distance of 21.74 feet to a found 1/2 inch iron rod for corner;

THENCE South 08°02'42" West, continuing along said common line, for a distance of 56.61 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the right having a radius of 84.50 feet, a central angle of 21°21'48" and a long chord which bears South 16°39'28" West, 31.33 feet;

THENCE southwesterly, along said common line and said non-tangent curve to the right, an arc distance of 31.51 feet to a found 1/2 inch iron rod for corner, being in the easterly right-of-way line of Nolan Ryan Expressway (a 90 foot R.O.W.);

THENCE North 45°22'41" West, leaving said common line and following along said easterly right-of-way line, for a distance of 16.90 feet to a found 1/2 inch iron rod for corner;

THENCE South 44°37'19" West, continuing along said easterly right-of-way line, for a distance of 15.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 45°22'41" West, continuing along said easterly right-of-way line, for a distance of 228.54 feet to a found chiseled "x" for corner, being the most southerly point of a corner-clip with the east right-of-way line of Legends Way (a variable width R.O.W.);

THENCE North 07°06'40" West, along said corner-clip, for a distance of 43.03 feet to a found chiseled "x" for corner, being in said east right-of-way line of Legends Way, and being the beginning of a non-tangent curve to the left having a radius of 857.50 feet, a central angle of 5°32'02" and a long chord which bears North 28°27'25" East, 82.79 feet;

THENCE northeasterly, along said east right-of-way line and said non-tangent curve to the left, an arc distance of 82.82 feet to a found chiseled "x" for corner, being the beginning of a compound curve to the left having a radius of 100.00 feet, a central angle of 6°54'31" and a long chord which bears North 22°14'08" East, 12.05 feet;

THENCE northeasterly, along said east right-of-way line and said compound curve to the left, an arc distance of 12.06 feet to a found chiseled "x" for corner;

THENCE North 18°46'53" East, continuing along said east right-of-way line, for a distance of 182.63 feet to a found chiseled "x" for corner, being the beginning of a tangent curve to the left having a radius of 100.00 feet, a central angle of 7°34'51" and a long chord which bears North 14°59'27" East, 13.22 feet;

THENCE northeasterly, along said east right-of-way line and said curve to the left, an arc distance of 13.23 feet to a found chiseled "x" for corner;

THENCE North 11°12'01" East, continuing along said east right-of-way line, for a distance of 8.50 feet to a found chiseled "x" for corner, being the beginning of a tangent curve to the left having a radius of 857.50 feet, a central angle of 3°03'56" and a long chord which bears North 09°40'03" East, 45.87 feet;

THENCE northeasterly, along said east right-of-way line and said curve to the left, an arc distance of 45.88 feet to a found chiseled "x" for corner, being in the south line of Lot 11, Block A of said The Ballpark Addition, and being the beginning of a non-tangent curve to the right having a radius of 325.00 feet, a central angle of 12°01'53" and a long chord which bears North 84°52'03" East, 68.12 feet;

THENCE northeasterly, leaving said east right-of-way line, and following along said south line of Lot 11 and said non-tangent curve to the right, passing the southwest corner of said Lot 7 at a distance of 19.28 feet, and continuing with the south line of said Lot 7, for a total arc distance of 68.25 feet to a found chiseled "x" for corner;

THENCE South 89°07'00" East, continuing with the common line of said Lots 5 and 7, for a distance of 35.41 feet to a found chiseled "x" for corner, being the beginning of a tangent curve to the right having a radius of 325.00 feet, a central angle of 56°25'14" and a long chord which bears South 60°54'23" East, 307.26 feet;

THENCE southeasterly, along said common line and said curve to the right, an arc distance of 320.04 feet to the POINT OF BEGINNING and CONTAINING 151,211 square feet or 3.47 acres of land, more or less.



## LEGAL DESCRIPTION

### LOT H

**BEING** a 9.222 acre tract of land out of the William O'Neal Survey, Abstract No. 1190, Tarrant County, Texas and being all of Lot 1, Block D, The Ballpark Addition, as recorded in Cabinet A, Slide 9916, Plat Records, Tarrant County, Texas. Said 9.222 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a found 1/2 inch iron rod, being located in the southeasterly corner of said Lot 1, Block D and being in the north right-of-way line of East Road To Six Flags (a 70 foot right-of-way), and being in the west right-of-way line of Nolan Ryan Expressway (a 80 foot right-of-way);

**THENCE** South  $89^{\circ}50'18''$  West, along said north right-of-way line of East Road To Six Flags, a distance of 695.94 feet to a found 1/2 inch iron rod, said point also being in the east line of Lot 28, Block C, Timberdale Addition, as recorded in Volume 388-2, Page 29, Plat Records, Tarrant County, Texas;

**THENCE** North  $00^{\circ}05'50''$  West, along said east line of Lot 28, Block C, Timberdale Addition, a distance of 165.28 feet to a found 1/2 inch iron rod;

**THENCE** North  $00^{\circ}04'25''$  West, a distance of 424.15 feet to a found 1/2 inch iron rod, said point also being the northwest corner of said Lot 1 and being in the south line of Lot 8, Sanford Yates Addition, as recorded in Volume 1611, Page 112, Plat Records, Tarrant County, Texas;

**THENCE** North  $89^{\circ}42'18''$  East, along said north line of said Lot 1, a distance of 187.39 feet to a found 1/2 inch iron rod;

**THENCE** South  $00^{\circ}56'17''$  East, continuing along said north line, a distance of 29.89 feet to a found 1/2 inch iron rod;

**THENCE** North  $89^{\circ}28'18''$  East, continuing along said north line, a distance of 518.21 feet to a found 1/2 inch iron rod, said point being in the said west right-of-way line of Nolan Ryan Expressway;

**THENCE** South  $00^{\circ}04'14''$  East, along said west right-of-way line, a distance of 553.30 feet to a found 1/2 inch iron rod;

**THENCE** South  $44^{\circ}53'02''$  West, a distance of 14.15 feet to the **POINT OF BEGINNING** and **CONTAINING** 401,726 square feet or 9.222 acres of land, more or less.

## LEGAL DESCRIPTION

### LOT C

BEING a 6.46 acre tract of land out of the Joel Blackwell Survey, Abstract No. 147, and the M. Harris Survey, Abstract No. 704, Tarrant County, Texas and being all of Lot 1, Block E, The Ballpark Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 9917, Plat Records, Tarrant County, Texas. Said 6.46 acre tract being more particularly described by metes and bounds, as follows:

BEGINNING at a found "x" in concrete, located in the south right-of-way line of East Randol Mill Road (110' right-of-way), said point also being the northerly corner of a corner clip;

THENCE South  $11^{\circ}14'03''$  East, leaving said south right-of-way line and following along said corner clip, for a distance of 35.36 feet to a found "x" in concrete for corner, said point being in the westerly right-of-way line of Chapman Cutoff (a variable width right-of-way);

THENCE South  $33^{\circ}45'57''$  West, along said westerly right-of-way line, for a distance of 338.54 feet to a found "x" in concrete for corner, said point being the point of curvature of a tangent curve to the right, having a delta of  $78^{\circ}25'33''$ , a radius of 97.00 feet and a chord bearing and distance of South  $72^{\circ}58'44''$  West, 122.65 feet;

THENCE southwesterly, along said right-of-way line and the arc of said curve to the right, for a distance of 132.77 feet to a found "x" in concrete for corner for the north right-of-way line of said Chapman Cutoff (a 66 foot R.O.W. at this point);

THENCE North  $67^{\circ}48'30''$  West, following along said north right-of-way line, for a distance of 355.85 feet to a found "x" in concrete for corner, said point also being the south corner of a corner clip;

THENCE North  $29^{\circ}51'14''$  West, following along said corner clip and leaving said north right-of-way line, for a distance of 40.65 feet to a found "x" in concrete for corner, said point being in the east right-of-way line of Stadium Drive (a 110 foot right-of-way), and being the point of curvature of a non-tangent curve to the left, having a delta of  $07^{\circ}36'49''$ , a radius of 1,055.00 feet and a chord bearing and distance of North  $03^{\circ}25'43''$  East, 140.09 feet;

THENCE northeasterly, along said east right-of-way line and the arc of said non-tangent curve to the left, for a distance of 140.19 feet to a found "x" in concrete for corner;

THENCE North  $00^{\circ}22'41''$  West, continuing along said east right-of-way line, for a distance of 243.19 feet to a found "x" in concrete for corner, said point being the point of curvature of a tangent curve to the right, having a delta of  $98^{\circ}15'46''$ , a radius of 65.00 feet and a chord bearing and distance of North  $48^{\circ}45'12''$  East, 98.31 feet;

THENCE along said curve to the right and continuing along said east right-of-way line, an arc distance of 111.48 feet to a found "x" in concrete for corner, said point located in the

south right-of-way line of said East Randol Mill Road, said point also being the point of curvature of a tangent curve to the right, having a delta of  $25^{\circ}52'38''$ , a radius of 945.00 feet and a chord bearing and distance of South  $69^{\circ}10'22''$  East, 423.19 feet;

THENCE along said tangent curve and following along said south right-of-way line, and the arc of said non-tangent curve to the right, for a distance of 426.80 feet to a found "x" in concrete for corner;

THENCE South  $56^{\circ}14'03''$  East, continuing along said southerly right-of-way line, for a distance of 206.96 feet to the POINT OF BEGINNING and CONTAINING 281,188 square feet or 6.46 acres of land, more or less.

## LEGAL DESCRIPTION

### LOTS D, K and L

BEING a 29.39 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, the Joseph Wilson Survey, Abstract No. 1631 and the M. Harris Survey, Abstract No. 704, Tarrant County, Texas, being all of Lot 1, Block F, The Ballpark Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 3548, Plat Records, Tarrant County, Texas. Said 29.39 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod, being located in the north right-of-way line of East Randol Mill Road (a 110 foot right-of-way), and the east right-of-way line of Ballpark Way (a 110 foot right-of-way), said point also being the most southerly corner of a corner clip;

THENCE North 43°17'53" West, along said corner clip and following along said east right-of-way of Ballpark Way, for a distance of 43.94 feet to a found 1/2 inch iron rod;

THENCE North 00°22'41" West, continuing along said right-of-way line, for a distance of 742.06 feet to a found 1/2 inch iron rod, being located in a corner clip;

THENCE North 44°11'17" East, along said corner clip, for a distance of 49.87 feet to a found 1/2 inch iron rod, being located in the south right-of-way line of East Road to Six Flags Street (a variable width right-of-way);

THENCE North 88°45'16" East, following along said south right-of-way line, for a distance of 116.92 feet to a found 1/2 inch iron rod;

THENCE North 85°53'31" East, continuing along said right-of-way line, for a distance of 100.13 feet to a found 1/2 inch iron rod;

THENCE North 88°45'16" East, continuing along said right-of-way line, for a distance of 603.49 feet to a found 1/2 inch iron rod;

THENCE North 88°43'21" East, continuing along said right-of-way line, for a distance of 874.14 feet to a found 1/2 inch iron rod, being the intersection of the said south right-of-way line and the west right-of-way line of Magic Mile Drive (a variable width right-of-way);

THENCE South 24°24'25" West, following along the west right-of-way line of said Magic Mile Drive, for a distance of 383.51 feet to a found 1/2 inch iron rod;

THENCE South 25°36'00" West, continuing along said right-of-way line, for a distance of 161.56 feet to a found 1/2 inch iron rod;

THENCE South 22°49'33" West, continuing along said right-of-way line, for a distance of 195.36 feet to a found 1/2 inch iron rod;

THENCE South  $10^{\circ}17'20''$  West, continuing along said right-of-way line, for a distance of 67.37 feet to a found 1/2 inch iron rod, being the point of curvature of a non-tangent curve to the right, having a delta of  $38^{\circ}42'34''$ , a radius of 234.83 feet and a long chord bearing and distance of South  $46^{\circ}23'37''$  West, 155.66 feet;

THENCE southwesterly, along said non-tangent curve, and continuing along said right-of-way line, an arc distance of 158.65 feet to a found 1/2 inch iron rod, being the end of said curve and being located in the north right-of-way line of Arlington Downs Road (a 67 foot right-of-way, at this point);

THENCE North  $89^{\circ}08'22''$  West, following along said north right-of-way line, for a distance of 446.76 feet to a found 1/2 inch iron rod, being the point of curvature of a tangent curve to the left, having a delta of  $01^{\circ}25'56''$ , a radius of 2,014.50 feet and a long chord bearing and distance of North  $89^{\circ}51'20''$  West, 50.35 feet;

THENCE northwesterly, along said curve and continuing along said right-of-way line, an arc distance of 50.35 feet to a found 1/2 inch iron rod and the point of tangency of said curve;

THENCE South  $89^{\circ}25'42''$  West, continuing along said right-of-way line, for a distance of 70.05 feet to a found 1/2 inch iron rod, being the point of curvature of a tangent curve to the right, having a delta of  $01^{\circ}25'56''$ , a radius of 1,985.50 feet and a long chord bearing and distance of North  $89^{\circ}51'20''$  West, 49.63 feet;

THENCE northwesterly, along said curve, and continuing along said right-of-way line, an arc distance of 49.63 feet to a found 1/2 inch iron rod and the point of tangency of said curve;

THENCE North  $89^{\circ}08'22''$  West, continuing along said right-of-way line, for a distance of 149.24 feet to a found 1/2 inch iron rod and the point of curvature of a tangent curve to the left, having a delta of  $53^{\circ}20'20''$ , a radius of 134.00 feet and a long chord bearing and distance of South  $64^{\circ}11'28''$  West, 120.29 feet;

THENCE southwesterly, along said curve and continuing along said right-of-way line, an arc distance of 124.75 feet to a found 1/2 inch iron rod and the point of tangency of said curve;

THENCE South  $37^{\circ}31'18''$  West, continuing along said right-of-way line, for a distance of 63.86 feet to a found 1/2 inch iron rod, being located in the north right-of-way line of said East Randol Mill Road, and also being the point of curvature of a non-tangent curve to the left, having a delta of  $19^{\circ}50'04''$ , a radius of 1,055.00 feet and a long chord bearing and distance of North  $75^{\circ}29'17''$  West, 363.40 feet;

THENCE northwesterly, along said right-of-way line and non-tangent curve, an arc distance of 365.22 feet to the POINT OF BEGINNING and CONTAINING 1,280,272 square feet or 29.39 acres of land, more or less.

## LEGAL DESCRIPTION

### LOT M

BEING a 9.82 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, and being all of Lot 1, Block J, The Ballpark Addition, an addition to the City of Arlington, Texas, as recorded in Cabinet A, Slide 11426, Plat Records, Tarrant County, Texas. Said 9.82 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the southeast corner of said Lot 1, Block J, being the intersection of the south right-of-way line of said Nolan Ryan Expressway (a 90 foot R.O.W.) as recorded in Volume 11569, Page 6, Deed Records, Tarrant County, Texas and the westerly right-of-way line Legends Way (a 115 foot R.O.W.), as recorded in Instrument number D206027386, Deed Records, Tarrant County, Texas, also being the point of curvature of a non-tangent curve to the right, having a delta of  $24^{\circ}19'49''$ , a radius of 742.50 feet and a long chord bearing and distance of South  $50^{\circ}26'33''$  West, 312.93 feet;

THENCE southwesterly, along said non-tangent curve to the right and along said westerly right-of-way line, an arc distance of 315.30 feet to a found 1/2 inch iron rod for corner;

THENCE South  $62^{\circ}36'27''$  West, continuing along said westerly right-of-way line, for a distance of 332.65 feet to a found 1/2 inch iron rod for corner, being the point of curvature of a tangent curve to the left, having a delta of  $11^{\circ}59'27''$ , a radius of 857.50 feet and a long chord bearing and distance of South  $56^{\circ}36'44''$  West, 179.13 feet;

THENCE southwesterly, along said curve to the left and continuing along said westerly right-of-way line, an arc distance of 179.46 feet to a set chiseled "x" in concrete for corner, said point being in the east right-of-way line of Pennant Drive (a 70 foot R.O.W.) and being the point of curvature of a non-tangent curve to the left, having a delta of  $37^{\circ}08'50''$ , a radius of 360.00 feet and a long chord bearing and distance of North  $07^{\circ}50'36''$  West, 229.34 feet;

THENCE northwesterly, along said non-tangent curve to the left and along said east right-of-way line, an arc distance of 233.40 feet to a found 5/8 inch iron rod in concrete for corner, being the point of curvature of a reverse curve to the right, having a delta of  $25^{\circ}46'24''$ , a radius of 310.00 feet and a long chord bearing and distance of North  $13^{\circ}32'43''$  West, 138.27 feet;

THENCE northwesterly, along said reverse curve to the right and continuing along said east right-of-way line, an arc distance of 139.45 feet to found 1/2 inch iron rod for corner;

THENCE North  $00^{\circ}39'36''$  West, continuing along said east right-of-way line, for a distance of 541.21 feet to a found 1/2 inch iron rod for corner, being the most southerly point of a corner-clip with said south right-of-way line of Nolan Ryan Expressway;

THENCE North  $44^{\circ}34'11''$  East, along said corner-clip, for a distance of 35.21 feet to a found 5/8 inch iron rod in concrete for corner, being in said south right-of-way line of Nolan Ryan Expressway;

THENCE North 89°48'00" East, along said south right-of-way line, for a distance of 145.76 feet to a found 1/2 inch iron rod for corner;

THENCE South 00°12'00" East, continuing along said south right-of-way line, for a distance of 10.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 89°48'00" East, continuing along said south right-of-way line, for a distance of 10.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 00°12'00" West, continuing along said south right-of-way line, for a distance of 10.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 89°48'00" East, continuing along said south right-of-way line, for a distance of 55.13 feet to a found 1/2 inch iron rod for corner, said point being the point of curvature of a tangent curve to the right, having a delta of 68°32'16", a radius of 37.50 feet and a long chord bearing and distance of South 55°55'52" East, 42.23 feet;

THENCE southeasterly, along said curve to the right and said south right-of-way line, an arc distance of 44.86 feet to a found 1/2 inch iron rod for corner, said point being the point of curvature of a reverse curve to the left, having a delta of 74°04'58", a radius of 188.01 feet and a long chord bearing and distance of South 58°42'13" East, 226.51 feet;

THENCE southeasterly, along said reverse curve to the left and said south right-of-way line, an arc distance of 243.09 feet to a found 1/2 inch iron rod for corner, said point being the point of curvature of a reverse curve to the right, having a delta of 67°28'43", a radius of 37.50 feet and a long chord bearing and distance of South 62°00'21" East, 41.66 feet;

THENCE southeasterly, along said reverse curve to the right and said south right-of-way line, an arc distance of 44.16 feet to found 1/2 inch iron rod for corner, said point being the point of curvature of a reverse curve to the left, having a delta of 17°06'41", a radius of 1,045.00 feet and a long chord bearing and distance of South 36°49'20" East, 310.93 feet;

THENCE southeasterly, along said reverse curve to the left and said south right-of-way line, an arc distance of 312.09 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°22'41" East, continuing along said south right-of-way line, for a distance of 96.70 feet to the POINT OF BEGINNING and CONTAINING 427,965 square feet or 9.82 acres of land, more or less.

## LEGAL DESCRIPTION

### WEST LAKE

BEING a 9.43 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, City of Arlington, Tarrant County, Texas, being a portion of Block 1, Arlington Stadium Addition, an addition to the City of Arlington as recorded in Volume 388-171, Page 52, Plat Records, Tarrant County, Texas. Said 9.43 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a found x in concrete said point being the southeast corner of Lot 1, Block J, The Ballpark Addition, an addition to the City of Arlington, Tarrant County, Texas, as recorded in Cabinet A, Slide 11426, Plat Records, Tarrant County, Texas, and being in the intersection of the west right-of-way line of Nolan Ryan Expressway (a 90' R.O.W.) as recorded in Volume 11569, Page 06, Deed Records, Tarrant County, Texas, and the north right-of-way line of Legends Way (having a 115' R.O.W.) as recorded in Instrument No. D206027386, Deed Records, Tarrant County, Texas;

THENCE South 45°22'41" West, leaving said north right-of-way line and along said west right-of-way line, for a distance of 204.03 feet to a point for the POINT OF BEGINNING;

THENCE South 45°22'41" East, continuing along said west right-of-way line, for a distance of 154.51 feet to a found 1/2 inch iron rod for corner;

THENCE South 44°37'19" West, continuing along said west right-of-way line, for a distance of 15.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°22'41" East, continuing along said west right-of-way line, for a distance of 117.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 44°37'19" West, leaving said west right-of-way line, for a distance of 68.44 feet to a found 1/2 inch iron rod for corner, being the beginning of a tangent curve to the right having a radius of 200.00 feet, a central angle of 15°22'41" and a long chord which bears South 52°18'40" West, 53.52 feet;

THENCE southwesterly, along said tangent curve to the right, an arc distance of 53.68 feet to a found 1/2 inch iron rod for corner;

THENCE South 60°00'00" West, for a distance of 44.11 feet to a found 1/2 inch iron rod for corner, being the beginning of a tangent curve to the left having a radius of 200.00 feet, a central angle of 45°00'00" and a long chord which bears South 37°30'00" West, 153.07 feet;

THENCE southwesterly, along said tangent curve to the left, an arc distance of 157.08 feet to a found 1/2 inch iron rod for corner;



THENCE South 15°00'00" West, for a distance of 105.00 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the right having a radius of 125.00 feet, a central angle of 31°04'05" and a long chord which bears South 29°27'58" West, 66.95 feet;

THENCE southwesterly, along said non-tangent curve to the right, an arc distance of 67.78 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°00'00" West, for a distance of 20.00 feet to a found 1/2 inch iron rod for corner;

THENCE North 45°00'00" West, for a distance of 5.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°00'00" West, for a distance of 90.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°00'00" East, for a distance of 5.00 feet to a found 1/2 inch iron rod for corner;

THENCE South 45°00'00" West, for a distance of 5.27 feet to a found 1/2 inch iron rod for corner, being the beginning of a tangent curve to the right having a radius of 50.00 feet, a central angle of 45°00'00" and a long chord which bears South 67°30'00" West, 38.27 feet;

THENCE southwesterly, along said tangent curve to the right, an arc distance of 39.27 feet to a found 1/2 inch iron rod for corner;

THENCE North 90°00'00" West, for a distance of 101.47 feet to a found 1/2 inch iron rod for corner, being the beginning of a non-tangent curve to the left having a radius of 200.00 feet, a central angle of 10°43'24" and a long chord which bears South 84°40'06" West, 37.38 feet;

THENCE southwesterly, along said non-tangent curve to the left, an arc distance of 37.43 feet to a found 1/2 inch iron rod for corner; being in the west line of said Block 1 and the east line of Block 5 of said Arlington Stadium Addition, being a common line;

THENCE North 22°14'03" East, along said common line, for a distance of 26.52 feet to a found 1/2 inch iron rod for corner;

THENCE South 89°27'54" West, continuing along said common line, for a distance of 541.73 feet to a found 1/2 inch iron rod for corner;

THENCE North 77°39'02" West, continuing along said common line, for a distance of 72.08 feet to a found 1/2 inch iron rod for corner;

THENCE North  $00^{\circ}40'14''$  West, leaving said common line, for a distance of 29.18 feet to a found 1/2 inch iron rod for corner, being in the south right-of-way line of said Legends Way;

THENCE North  $38^{\circ}02'38''$  East, along said south right-of-way line, for a distance of 138.12 feet to a found 1/2 inch iron rod for corner, being the beginning of a tangent curve to the right having a radius of 742.50 feet, a central angle of  $24^{\circ}33'49''$  and a long chord which bears North  $50^{\circ}19'33''$  East, 315.89 feet;

THENCE northeasterly, along said south right-of-way line and said tangent curve to the right, an arc distance of 318.32 feet to a found 1/2 inch iron rod for corner;

THENCE North  $62^{\circ}36'27''$  East, continuing along said south right-of-way line, a distance of 199.81 feet to a point for corner;

THENCE North  $68^{\circ}23'31''$  East, leaving said south right-of-way line; a distance of 47.11 feet to a point for corner;

THENCE North  $64^{\circ}43'21''$  East, a distance of 145.06 feet to a point for corner, for the beginning of a tangent curve to the left having a radius of 418.00 feet, a central angle of  $11^{\circ}30'28''$ , and a long chord which bears North  $58^{\circ}58'07''$  East, 83.81 feet;

THENCE along said tangent curve to the left, an arc distance of 83.96 feet to a point for corner, for the beginning of a compound curve to the left having a radius of 874.00 feet and a central angle of  $8^{\circ}47'43''$  and a long chord which bears North  $48^{\circ}49'02''$  East, 134.03 feet;

THENCE along said compound curve to the left an arc distance of 134.17 feet to a point for corner, for the beginning of a reverse curve to the right having a radius of 73.00 feet, a central angle of  $66^{\circ}34'19''$ , and a long chord which bears North  $77^{\circ}42'19''$  East, 80.13 feet;

THENCE along said reverse curve to the right an arc distance of 84.82 feet to a point for corner;

THENCE South  $71^{\circ}22'24''$  East, a distance of 26.98 feet to the POINT OF BEGINNING and CONTAINING 410,979 square feet, 9.43 acres of land, more or less.

## LEGAL DESCRIPTION

### LOT B

**BEING** AN 8.774 ACRE TRACT OF LAND LOCATED IN THE J. BLACKWELL SURVEY, ABSTRACT NO. 147, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING A PORTION OF SITE 13, GREAT SOUTHWEST INDUSTRIAL DISTRICT COMMUNITY NO. 3, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-51, PAGE 45, PLAT RECORDS, TARRANT COUNTY, TEXAS (PRTCT), AND BEING A PORTION OF TRACTS 1A AND 1B, SITE 13, GREAT SOUTHWEST INDUSTRIAL DISTRICT COMMUNITY NO. 3, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 388-153, PAGE 84, PRTCT, AND BEING A PORTION OF A CALLED 47.995 ACRE TRACT OF LAND (TRACT 2) AS DESCRIBED IN THE SPECIAL WARRANTY DEED TO THE CITY OF ARLINGTON, TEXAS, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D207206983, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), ALSO BEING A PORTION OF A CALLED 9.47 ACRE TRACT OF LAND (TRACT 6) AS DESCRIBED IN THE SPECIAL WARRANTY DEED TO THE CITY OF ARLINGTON, TEXAS, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. D209217705, OPRTCT, SAID 8.774 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** AT AN "X" CUT FOUND FOR THE NORTHERNMOST NORTHEAST CORNER OF LOT 1B-1, BLOCK I, THE BALLPARK ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN COUNTY CLERK'S INSTRUMENT NO. D217096464, OPRTCT, BEING AT THE NORTHWEST END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST RANDOL MILL ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, AND THE WEST RIGHT-OF-WAY LINE OF NOLAN RYAN EXPRESSWAY, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, SAID COMMENCING POINT HAVING A NAD83 TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6958669.4 E:2403690.9 (BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK. THE AVERAGE COMBINED SCALE FACTOR IS 1.00012, BASE POINT OF 0,0,0);

**THENCE** NORTH 89 DEGREES 39 MINUTES 39 SECONDS EAST, OVER AND ACROSS SAID NOLAN RYAN EXPRESSWAY, A DISTANCE OF 140.00 FEET, TO A "X" CUT FOUND AT THE NORTHEAST END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID EAST RANDOL MILL ROAD, AND THE EAST RIGHT-OF-WAY LINE OF SAID NOLAN RYAN EXPRESSWAY, FROM WHICH A 2-INCH BRASS DISK FOUND FOR THE SOUTHERNMOST SOUTHWEST CORNER OF LOT 1, BLOCK A, THE BALLPARK ADDITION, AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 8673A, PRTCT, BEARS NORTH 00 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 110.01 FEET;

**THENCE** NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 113.88 FEET, TO THE **POINT OF BEGINNING**, SAID BEGINNING POINT HAVING A NAD83 TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6958670.9 E:2403944.7;

**THENCE** NORTH 89 DEGREES 38 MINUTES 10 SECONDS EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 693.71 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS" FOR THE NORTHWEST END OF A CORNER CLIP AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF EAST RANDOL MILL ROAD AND THE WEST RIGHT-OF-WAY LINE OF STADIUM DRIVE, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY;

**THENCE** SOUTH 45 DEGREES 22 MINUTES 03 SECONDS EAST, ALONG SAID CORNER CLIP AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 42.43 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS" FOR THE SOUTHEAST END OF SAID CORNER CLIP;

**THENCE** SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING CALLS:

SOUTH 00 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 161.26 FEET, TO AN "X" CUT FOUND FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID CALLED 9.47 ACRE TRACT OF LAND (TRACT 6);

SOUTH 89 DEGREES 36 MINUTES 35 SECONDS WEST, A DISTANCE OF 5.03 FEET, TO A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "GRAHAM ASSOC. INC.";

SOUTH 00 DEGREES 21 MINUTES 05 SECONDS EAST, A DISTANCE OF 125.93 FEET, TO A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "GRAHAM ASSOC. INC.", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET;

ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10 DEGREES 25 MINUTES 00 SECONDS, AN ARC LENGTH OF 170.90 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 04 DEGREES 49 MINUTES 37 SECONDS WEST, AND A CHORD LENGTH OF 170.66 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS", HAVING A NAD 83 TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:6958188.3 E:2404651.1;

**THENCE** DUE WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID CALLED 47.995 ACRE TRACT OF LAND (TRACT 2), AND SAID CALLED 9.47 ACRE TRACT OF LAND (TRACT 6), AT A DISTANCE OF 691.8 FEET, PASSING A WEST LINE OF SAID CALLED 47.995 ACRE TRACT (TRACT 2), AND CONTINUING IN ALL A TOTAL DISTANCE OF 748.34 FEET, TO A MAG NAIL SET IN ASPHALT STAMPED "MMA PROPERTY CORNER";

**THENCE** NORTH 00 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 168.88 FEET, TO A MAG NAIL SET IN ASPHALT STAMPED "MMA PROPERTY CORNER";

**THENCE** NORTH 44 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 101.46 FEET, TO A MAG NAIL SET IN ASPHALT STAMPED "MMA PROPERTY CORNER";

**THENCE** NORTH 00 DEGREES 17 MINUTES 15 SECONDS EAST, A DISTANCE OF 132.38 FEET, TO A MAG NAIL SET IN ASPHALT STAMPED "MMA PROPERTY CORNER";

**THENCE** NORTH 45 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 155.57 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 8.774 ACRES (382,189 SQUARE FEET) OF LAND, MORE OR LESS.

## LEGAL DESCRIPTION

### LOT E

BEING a 4.96 acre tract of land situated in the William O'Neal Survey, Abstract No. 1190, Tarrant County, Texas, being all of Block 7R, Arlington Stadium Addition, an addition to the City of Arlington as recorded in Cabinet A, Slide 4022, Plat Records, Tarrant County, Texas, and all of a 3.525 acre tract of land conveyed to the City of Arlington as recorded in Instrument No. D207206983, Deed Records, Tarrant County, Texas. Said 4.96 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for corner, being the northeast corner of said Block 7R and the northwest corner of Lot 2RA, Great Southwest Industrial District Industrial Community No. 4, as recorded in Cabinet A, Slide 4697, Plat Records, Tarrant County, Texas, also being in the easterly right-of-way line of Ballpark Way (a variable width R.O.W. at this point);

THENCE South  $00^{\circ}07'07''$  West, leaving said easterly right-of-way line of Ballpark Way, and following along the east line of said Block 7R and the west line of said Lot 2RA, being a common line, for a distance of 323.35 feet to a found 1/2 inch iron rod for corner, being the northeast corner of said 3.525 acre tract;

THENCE South  $00^{\circ}22'07''$  East, along the east line of said 3.525 acre tract and the west line of said Lot 2RA, being a common line, for a distance of 836.08 feet to found 1/2 inch iron rod for corner, being in the north right-of-way line of East Road to Six Flags Street (a variable width R.O.W.), and being the southwest corner of said Lot 2RA;

THENCE North  $88^{\circ}01'53''$  West, leaving said common line and following along said north right-of-way line of East Road to Six Flags Street, for a distance of 66.64 feet to a found 1/2 inch iron rod for corner;

THENCE South  $88^{\circ}45'16''$  West, continuing along said north right-of-way line, for a distance of 115.55 feet to a found 1/2 inch iron rod for corner, being the most southerly point of a corner-clip with the said easterly right-of-way line of Ballpark Way;

THENCE North  $45^{\circ}48'43''$  West, along said corner-clip, for a distance of 49.12 feet to a found 1/2 inch iron rod for corner, being in said easterly right-of-way line (a 110 foot R.O.W. at this point);

THENCE North  $00^{\circ}22'41''$  West, along said easterly right-of-way line, for a distance 565.24 feet to a found 1/2 inch iron rod for corner;

THENCE South  $50^{\circ}50'47''$  West, continuing along said easterly right-of-way line, for a distance of 6.41 feet to a found 1/2 inch iron rod for corner;

THENCE North  $00^{\circ}22'41''$  West, continuing along said easterly right-of-way line, for a distance of 20.15 feet to a found 1/2 inch iron rod for corner point for corner, being the beginning of a tangent curve to the right, having a delta of  $41^{\circ}30'58''$ , a radius of 765.24 feet and a chord bearing and distance of North  $20^{\circ}22'48''$  East, 542.44 feet;

THENCE northeasterly, along said easterly right-of-way line and said curve to the right, an arc distance of 554.49 feet to a found 1/2 inch iron rod for corner, being the beginning of a compound curve to the right, having a delta of  $02^{\circ}39'33''$ , a radius of 1039.71 feet and a chord bearing and distance of North  $42^{\circ}28'04''$  East, 48.25 feet;

THENCE northeasterly, along said easterly right-of-way line and said compound curve to the right, an arc distance of 48.26 feet to the POINT OF BEGINNING and CONTAINING 216,108 square feet or 4.96 acres of land, more or less.

## EXHIBIT B

### ARBITRATION PROCEDURES

#### Section 1: Arbitration.

Regular Arbitration. Binding arbitration of a Dispute or Controversy shall be conducted in accordance with the following procedures ("Regular Arbitration"):

(a) The person seeking arbitration hereunder (the "Electing Party") shall request such arbitration in writing, which writing shall be delivered to the other persons to be made parties to such arbitration (the "Other Parties to Arbitration") and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief), then any request to arbitrate under this paragraph shall be delivered within ninety (90) days of the date that the Electing Party receives service of process in such legal proceeding. Except to the extent provided in this Exhibit B, Regular Arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association; if there is any conflict between such Commercial Rules and the terms and provisions of this Exhibit, this Exhibit shall govern. Any arbitration hereunder shall be conducted by a single arbitrator who shall be appointed upon the mutual agreement of the Electing Party and the Other Parties to Arbitration (collectively, the "Parties to Arbitration"; individually, a "Party to Arbitration") within twenty (20) days of the date the written request for arbitration by the Electing Party was delivered to the Other Parties to Arbitration. In order to facilitate any such appointment, the Electing Party shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the Other Parties to Arbitration. In the event the Parties to Arbitration are unable to agree on a single arbitrator within the twenty (20) day period, then the Parties shall make a request of the American Arbitration Association to independently select, within ten (10) Business Days, an arbitrator who has the qualifications to serve as the single arbitrator to resolve the Arbitration. No Party to Arbitration shall have any ex parte communications with any nominee or any arbitrator once selected pursuant to this Section 1(a).

(b) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the Parties to Arbitration in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Arlington, Texas. At the hearing, the testimony of witnesses and experts called by each Party to Arbitration shall be heard. Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each Party to Arbitration shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the Electing Party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and non-appealable by, the Parties to Arbitration and

judgment thereon may be entered or enforcement thereof sought by any Party to Arbitration in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit B.

(c) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the Lease or any other Project Document.

Section 2: Further Qualifications of Arbitrators; Conduct. Every person nominated or recommended to serve as an arbitrator pursuant hereto shall be and remain at all times neutral and wholly impartial, and shall have substantial experience and knowledge in the substantive laws applicable to the subject matter of the Dispute or Controversy and shall have substantial experience with issues of such nature concerning large construction projects, lease matters, and public/private relationships.. All arbitrators shall, upon written request by any Party to Arbitration, provide the Parties to Arbitration with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall currently be employed by or represent, or have previously been employed by or represented, a Party to Arbitration or, if not a Party to Arbitration, the Team, the Major League Baseball, any member team of the Major League Baseball, or any Affiliates or subsidiaries thereof, or have any material financial dependence upon any such person or Party to Arbitration, nor shall any arbitrator have any material financial interest in the Dispute or Controversy. Further, all arbitrators must meet the qualifications and adhere to the American Arbitration Association Code of Ethics for Arbitrators in Commercial Disputes.

Section 3: Applicable Law; Limitations on Authority. The agreement to arbitrate set forth in this Exhibit B shall be enforceable in either federal or state court. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator may, but shall not be required to, provide for such remedies as are available at law or in equity in accordance with the Applicable Laws of the State of Texas, and in accordance with the terms and conditions of the Lease.

Section 4: Consolidation. If the Parties to Arbitration initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the Parties to Arbitration hereby agree that all such proceedings may be consolidated into a single arbitral proceeding as determined by the arbitrator in the earliest commenced of the multiple proceedings.

Section 5: Pendency of Dispute; Interim Measures. The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not, in and of themselves, relieve or excuse any Party to Arbitration from its ongoing duties and obligations under the Lease or any right, duty or obligation arising herefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a Party to Arbitration to the arbitrator (with contemporaneous notice thereof to the other Party to Arbitration), the arbitrator may issue interim measures for preservation or protection of the status quo.



Section 6: Complete Defense. The Parties to Arbitration agree that compliance by a Party to Arbitration with the provisions of this Exhibit B shall be a complete defense to any suit, action or proceeding instituted in any federal or state court, or before any administrative tribunal by another Party to Arbitration with respect to any Dispute or Controversy which is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

Section 7: Costs of Arbitrator. The costs and expenses of the arbitrator and the additional incidental costs of arbitration shall be shared equally by all the Parties to Arbitration; provided, however, that if City fails or is unable to pay its share of any such costs or expenses and such failure is continuing beyond the expiration of any cure applicable thereto, then [Rangers Entity] shall pay such share and the amount so paid by [Rangers Entity] shall be applied as a credit against the Rentals due under the Lease pursuant to the terms hereof. Each Party to Arbitration is responsible for bearing the costs of its own attorneys' fees incurred in the arbitration.