

MASTER FACILITIES LEASE AGREEMENT

THIS MASTER FACILITIES LEASE AGREEMENT (this "Facilities Lease") is made and entered into as of October 10, 2024 (the "Effective Date"), by and between HALL OF FAME PARTNERS, LLC, a Florida limited liability company (together with its successors and assigns, "Facilities Landlord"), having an address of 55 NE 5th Avenue, Suite 501, Boca Raton, Florida 33432, and THE CITY OF FORT LAUDERDALE, FLORIDA ("Facilities Tenant"), having an address of 100 N Andrews Ave, Fort Lauderdale, FL 33301.

RECITALS:

A. The City of Fort Lauderdale and Hall of Fame Partners, LLC entered into that certain Comprehensive Agreement dated October 24, 2023 (the "Comprehensive Agreement") regarding the development of certain land located in the City of Fort Lauderdale, Broward County, Florida, which land is more particularly described on Exhibit A attached hereto and made a part hereof (the "Land").

B. Pursuant to the Comprehensive Agreement, (i) Hall of Fame Partners, LLC is the ground lessee under a certain Ground Lease dated as of October 10, 2024 (the "Ground Lease") with the City of Fort Lauderdale, Florida, as ground lessor, with respect the Land, and (ii) Facilities Landlord has agreed to fund, install, construct and complete certain improvements upon the Land, including, without limitation, seawall improvements, a new ocean rescue building for the City of Fort Lauderdale, associated civil and utility work to support the ocean rescue building and site, and design efforts for the Permitted Use as defined herein pursuant to a Design-Build Construction Agreement (the "Design-Build Agreement") to be entered into by and between Facilities Landlord and Hensel Phelps Construction Co., a Delaware general partnership, the form of which is attached to the Comprehensive Agreement (such improvements as further described in the Design-Build Agreement dated as of the Effective Date of this Facilities Lease, collectively, the "First Phase Improvements"). Facilities Landlord's leasehold interest in and to the Land under the Ground Lease and its fee title to the First Phase Improvements, are hereinafter collectively referred to as the "Premises".

C. The Comprehensive Agreement contemplates the further development of additional improvements on the Land at a future date (the "Additional Phase Improvements"), and, upon approval by the parties of the Additional Phase Improvements, this Facilities Lease shall be amended to include the Additional Phase Improvements and to adjust the Base Rent.

D. Facilities Landlord desires to lease to Facilities Tenant, and Facilities Tenant desires to lease from Facilities Landlord, the Premises, upon and subject to the terms and provisions contained in this Facilities Lease.

ARTICLE I. DEMISE OF PREMISES

1.1 Demise. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Facilities Landlord hereby leases to Facilities Tenant and Facilities

Tenant hereby leases from Facilities Landlord the Premises to have and to hold upon the following terms and conditions.

1.2 Design-Build Agreement Terms. The following terms related to the First Phase Improvements shall have the meanings ascribed to them in the General Conditions which are a part of the Design-Build Agreement: "Change Order"; "Substantial Completion"; "Work Package". The term "Facilities Landlord's Work" as used in this Facilities Lease shall have the same definition as the term "Work" in the Design-Build Agreement. The term "Substantial Completion Date" means, for each Work Package, the date of Substantial Completion of the Facilities Landlord's Work for such Work Package. The term "Punchlist" means, for each Work Package, the remainder of the Facilities Landlord's Work required under the Design-Build Agreement in order to achieve the final completion of all of the Facilities Landlord's Work for such Work Package.

1.3 Delivery of Possession. Facilities Tenant will take possession of the Premises upon the Substantial Completion Date of the First Phase Improvements ("Delivery Date"). Prior to the Delivery Date, Facilities Landlord will have possession of the Premises in order to complete the work of the First Phase Improvements under the Design-Build Agreement. Facilities Landlord shall deliver the Premises to Facilities Tenant on the Delivery Date free of liens and encumbrances whatsoever, except the Permitted Encumbrances as hereinafter defined, and thereafter Facilities Tenant shall not further encumber the Premises except as expressly permitted hereunder. The Premises shall be free of tenants or occupants on the Delivery Date. As used herein, "Permitted Encumbrances" shall mean, collectively, (a) those liens, encumbrances and matters of record set forth on Exhibit E attached hereto and made a part hereof, (b) any other encumbrances existing as of the date of this Facilities Lease, including the Ground Lease, and (c) any documents evidencing or relating to a first mortgage encumbering Facilities Landlord's interest in and to the Premises, including (without limitation) a mortgage, an assignment of leases and rents, and the SNDA referred to in Section 13.2 hereof. In the event this Facilities Lease is amended to incorporate the construction of Additional Phase Improvements, such amendment will address the possession and delivery of the Additional Phase Improvements.

ARTICLE II. LEASE TERM

2.1 Term. The term of this Facilities Lease ("Term") shall commence on the date hereof and (a) if the Rent Commencement Date (as defined below) occurs on the first (1st) day of a calendar month, then the Term shall terminate on last day of the month immediately preceding the thirtieth (30th) anniversary of the Rent Commencement Date, or (b) if the Rent Commencement Date occurs on a date that is not the first (1st) day of a calendar month, then the Term shall terminate on the thirtieth (30th) anniversary of the last day of the month in which the Rent Commencement Date occurs. Upon the request of either Facilities Landlord or Facilities Tenant, Facilities Landlord and Facilities Tenant shall execute a letter establishing the Delivery Date and/or Rent Commencement Date. For purposes of this Facilities Lease, the term "Lease Year" shall mean for the first year the period commencing upon the Rent Commencement Date and ending on the last day of the calendar month that is twelve (12) months from the Rent Commencement Date; each succeeding Lease Year shall be the twelve (12)-month period following the preceding Lease Year.

ARTICLE III. RENT

3.1 Base Rent. Commencing on the date which is the earlier of (a) the Delivery Date or (b) July 1, 2026 (the "Rent Commencement Date"), Facilities Tenant shall pay to Facilities Landlord base rent in the amounts set forth on Exhibit B ("Base Rent"). Base Rent shall be due and payable without demand on the Rent Commencement Date and on the first (1st) day of each calendar month following the Rent Commencement Date and for each calendar month of the Term thereafter in advance, without offset or deduction. If the Rent Commencement Date shall be on any day other than the first (1st) day of a calendar month, then on the Rent Commencement Date Facilities Tenant shall pay Base Rent for the remaining portion of such month including and after the Rent Commencement Date, prorated (based on the first full month's Base Rent) on a per diem basis.

3.2 Additional Rent

(a) In addition to Base Rent, commencing on the Rent Commencement Date with respect to property taxes and the Delivery Date with respect to insurance premiums and all other items that constitute Additional Rent, Facilities Tenant shall pay all other amounts as are herein described as "Additional Rent" in the manner and at the time specified in this Facilities Lease. The term "Rent" when used in this Facilities Lease shall include all Base Rent payable under Section 3.1, as well as the charges described in this Facilities Lease as Additional Rent.

(b) In the event the Delivery Date is delayed as a result of any act or omission of Facilities Tenant, Facilities Tenant shall pay to Facilities Landlord, as liquidated damages and as one component of Additional Rent, the amount of Base Rent that would have accrued under this Facilities Lease during the period of time that the Substantial Completion Date was delayed as a result of a Facilities Tenant's act or omission. Any such Additional Rent described in this Section 3.2(b) shall be invoiced by Facilities Landlord on a monthly basis and shall be payable by Facilities Tenant to Facilities Landlord within thirty (30) days thereafter. Notwithstanding anything contained herein, Facilities Tenant's obligations under this Section 3.2(b) are separate and distinct from Facilities Tenant's obligation to pay Base Rent under Section 3.1 hereof, and Facilities Tenant's payment of the amounts required under this Section 3.2(b) shall in no way affect, diminish, abate, reduce or abrogate Facilities Tenant's obligations to pay Base Rent under Section 3.1 hereof.

(c) In the event, as a result of the Design-Build Agreement, any tap, transformer, connection, availability or "impact" charges are incurred for the use of utility services at the Premises or in connection with the construction and completion of the First Phase Improvements, including, without limitation, electricity, water, sanitary sewer, gas and telephone services, Facilities Tenant shall be responsible for and shall pay all such charges as Additional Rent.

3.3 Payments of Base Rent. All Base Rent payable hereunder shall be paid to Facilities Landlord via wire transfer, ACH draft or other electronic funds transfer to:

Bank: M&T Bank

ABA #031100092

Account #

Account Name: ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust

Attn: Sarah Stokes 410-244-4769

or in accordance with such other instructions as Facilities Landlord shall designate to Facilities Tenant in writing not less than five (5) business days prior to a Base Rent payment date. For so long as there is any obligation owed to a Mortgagee (as defined below), Facilities Landlord covenants to cause to be remitted to Mortgagee (or the applicable trustee or agent) all payments of Base Rent received hereunder in an amount sufficient to pay all current obligations due to the Mortgagee.

3.4 Pure Net Rent. With the exception of the Facilities Landlord's Work to be performed under the Design-Build Agreement, this Facilities Lease is a "pure net" lease (a/k/a/ an "absolute net" lease) and as such, Facilities Tenant will be responsible during the Term for any and all costs incurred to own, operate, maintain, repair and replace the Premises, including any portion of the Improvements and enforcement of any Construction Warranties. The foregoing obligations of Facilities Tenant include, without limitation, (i) all structural and nonstructural, capital and non-capital, foreseen and unforeseen and ordinary and extraordinary changes, replacements and repairs which may be required to keep all parts of the Premises in good repair and condition, (ii) all insurance required to be carried under this Facilities Lease, (iii) maintenance, upkeep and replacement of all landscaping and sidewalks, (iv) the payment before they become delinquent, of ad valorem taxes, if any, that may be assessed against the Premises, (v) maintenance of utility and internet lines and service, (vi) security and janitorial services (including, without limitation, pest control and trash removal), (vii) maintenance, upkeep and replacement of all parking spaces, and (viii) maintenance and upkeep of any retention areas located on the Land. For avoidance of doubt, Facilities Tenant acknowledges and agrees that from and after the Delivery Date and completion of the Punchlist, Facilities Landlord has no obligation whatsoever under this Facilities Lease or elsewhere to (a) maintain, repair or replace any portion of the Premises or (b) pay any costs related to the ownership or operation of the Premise.

3.5 Default Rate and Late Charge. Facilities Tenant acknowledges that its late payment of any Rent will cause Facilities Landlord to incur certain costs and expenses not contemplated under this Facilities Lease, the exact amount of which is extremely difficult or impractical to fix. Therefore, if any payment of Rent payable to Facilities Landlord hereunder is not received by Facilities Landlord on the due date therefor, Facilities Tenant shall pay Facilities Landlord interest on such overdue payment at the Default Rate (as hereinafter defined), accruing from the due date of such payment until the same is paid, and if any such payment of Rent payable to Facilities Landlord hereunder is not received by Facilities Landlord within ten (10) days after the due date therefor, Facilities Tenant shall additionally be assessed a late charge equal to five percent (5%) of such overdue amounts ("Late Charge"). Facilities Landlord and Facilities Tenant agree that the Default Rate and Late Charge together represent a reasonable estimate of costs and expenses incurred by Facilities Landlord, and are fair compensation to Facilities Landlord for its loss suffered by such late payment or non-payment by Facilities Tenant; provided, that payment of the Default Rate and/or Late Charge by Facilities Tenant shall not limit any remedies available to Facilities Landlord pursuant to this Facilities Lease or at law or in equity. As used herein, "Default Rate" shall mean the lower of (a) five percent (5%) per annum above the Prime Rate (as hereinafter defined) as in effect from time to time, or (b) the highest rate permitted to be contracted for under applicable law. As used herein, "Prime Rate" means the current rate of interest per annum announced from time to time by Citibank N.A. (or its successor) as its prime rate in New York,

New York, or, if Citibank N.A. shall cease to announce such rate, then the current rate published as the prime rate in *The Wall Street Journal* or its successor.

3.6 Rent Absolute . Subject to Section 24.1 hereof, and without impairing the rights of Facilities Tenant to contest or challenge taxes, charges, assessments and other amounts charged by third parties for labor or services in connection with the operation of the Premises in accordance with Article III hereof, Facilities Tenant acknowledges THE OBLIGATION OF FACILITIES TENANT TO MAKE THE PAYMENTS OF BASE RENT AND OTHER ADDITIONAL RENT ON SUCH DATES IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY SET-OFF, ABATEMENT, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, notwithstanding Section 23.19 or any other provision of this Facilities Lease, and shall continue in full force and effect without abatement or offset of any nature whatsoever regardless of any inability of Facilities Tenant to use or occupy the Premises (or any portion thereof) for any reason whatsoever including, without limitation, failure to complete Facilities Landlord's Work, war, acts of God, storms, governmental regulations, strike, other labor troubles, loss, damage, destruction, casualty, condemnation, loss of possession or right of possession, disrepair, obsolescence, failure of the Premises to properly operate for any cause and at any time, improper installation or condition or suitability or adaptability of the Premises for Facilities Tenant's cause or purpose, the termination of the Ground Lease by operation of law or otherwise, or any other cause whatsoever.

3.7 Independent Covenant. The parties intend that the obligations of Facilities Tenant to pay Base Rent and Additional Rent hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Facilities Lease.

ARTICLE IV. CONSTRUCTION OF IMPROVEMENTS

4.1 Construction Approvals. Facilities Tenant acknowledges that it has reviewed and approved the following draft documents attached to the Comprehensive Agreement (i) the Design-Build Agreement, (ii) the Development Budget, (iii) the Development Schedule, (iv) the preliminary Construction Plans for the construction of the First Phase Improvements, and (v) and all documents referenced therein. Facilities Tenant further acknowledges that it has approved Hensel Phelps Construction Co. ("Contractor") as the general contractor for the First Phase Improvements. The obligations of Facilities Tenant under this Facilities Lease will remain unchanged notwithstanding that any of the documents referenced in the Comprehensive Agreement are modified or not ultimately executed.

4.2 Temporary Construction Easement. Until the Substantial Completion Date, Facilities Landlord and Contractor (and all subcontractors under Contractor) will have a temporary easement for the sole and exclusive possession of the Premises in order to construct the First Phase Improvements pursuant to the Design-Build Agreement, subject to the right of Facilities Tenant to inspect the progress of the construction. Facilities Tenant will have full possession of the Premises from and after the Substantial Completion Date, subject to the right of the Contractor and its subcontractors to complete all of the Work. Facilities Tenant hereby grants to Facilities Landlord and Contractor (and all subcontractors under Contractor) a temporary easement to enter upon all adjoining property of Facilities Tenant as is necessary or convenient for Contractor to complete all

of the Work, including, without limitation, the right to store supplies and equipment related to the Construction Contract in areas mutually and reasonably agreed by Contractor and Facilities Tenant, which temporary easement shall terminate upon the completion of all of the Work as to all Phases to be constructed.

4.3 Construction Financing. Facilities Tenant acknowledges that Facilities Landlord will initially be receiving financing for (i) the pre-construction costs related to the of the First Phase Improvements and Additional Phase Improvements and (ii) construction of the First Phase Improvements from Mortgagee (as hereinafter defined) and as security for such financing, (a) HOFB, LLC, in its capacity as Ground Lessee under the Ground Lease ("Ground Lessee"), will grant a leasehold mortgage to Mortgagee of Ground Lessee's interest under the Ground Lease, (b) Facilities Landlord will assign to Mortgagee all of its rights under this Facilities Lease, including, without limitation, the right to receive Base Rent as and when due, and (c) that Mortgagee will assign its interest under the aforesaid leasehold mortgage and assignment of rents and lease as collateral to the lender/investor of Mortgagee. Facilities Tenant further acknowledges that Mortgagee will only fund the pre-construction costs related to the of the First Phase Improvements and a portion of the Additional Phase Improvements, and Mortgagee will not fund any of the hard construction costs of the First Phase Improvements until, among other matters, (x) Mortgagee and its assigns have approved the final form of Design-Build Agreement, the Development Budget, the Development Schedule, the final Construction Plans for the construction of the First Phase Improvements and all other documents and plans related to the First Phase Improvements, together with any change orders and modifications thereto, all of which are subject to the review and approval of Mortgagee and its assigns, and (y) Facilities Landlord has received all required governmental approvals to commence vertical construction of the First Phase Improvements (the "First Phase Approvals") which includes, without limitation, approval of the Design Review Committee of the City of Fort Lauderdale. Facilities Tenant also acknowledges that Mortgagee will only fund the remaining Additional Phase Improvements after, among other matters, the foregoing items (x), (y) and (z) have been satisfied with respect to the applicable Additional Phase Improvements.

4.4 Subordinate Rights. Facilities Tenant acknowledges that the final form of its rights under this Facilities Lease are subordinate to the aforesaid leasehold mortgage and will be subject to the aforesaid assignment of rents and lease.

4.5 Construction Warranties. Upon completion of the Work (the "Construction Completion Date"), all Construction Warranties will be deemed automatically assigned to Facilities Tenant for the Term except as may be established in the assignment of Facilities Landlord's rights under this Facilities Lease to Mortgagee. During the Term, Facilities Tenant will be solely responsible for the enforcement of all Construction Warranties.

ARTICLE V. TAXES AND UTILITIES

5.1 Real Property Taxes. As may be applicable, Facilities Tenant shall pay, when due, any and all real estate taxes assessed against the Premises from and after the Effective Date that become due during the Term and are not subject to exemption. Facilities Tenant shall be liable for the payment of all general and special assessments levied against the Premises from and after the Effective Date and throughout the Term of this Facilities Lease. Facilities Tenant shall have the

right to challenge, at its sole expense, the real property taxes that may be assessed against the Premises during the Term, provided that (a) any such challenge shall be conducted by Facilities Tenant in good faith and by appropriate proceedings in accordance with applicable laws and regulations, and (b) neither the Premises nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, cancelled or lost during the pendency of such challenge, and Facilities Landlord agrees, at no cost to Facilities Landlord, to provide such assistance to Facilities Tenant as may be reasonably required in connection with any such challenge. So long as no Event of Default is continuing hereunder, Facilities Tenant shall have the sole right to receive any amounts paid, credited or reimbursed by the taxing authority in connection with any such challenge (otherwise, such amounts shall be paid, credited or reimbursed to Facilities Landlord or Mortgagee, as defined below, as the case may be).

5.2 Utilities . Facilities Landlord will be responsible for the cost of electricity consumed on the Premises prior to the Delivery Date. Except as provided in the immediately preceding sentence, Facilities Tenant shall pay the applicable utility companies or governmental agencies for all utilities consumed on the Premises during the Term. Facilities Landlord shall not in any way be liable or responsible to Facilities Tenant for any cost or damage or expense which Facilities Tenant may sustain or incur if either the quality or character of such service is changed or is no longer available or suitable for Facilities Tenant's requirements.

5.3 Sales and Use Taxes . Subject to any exemption that Facilities Tenant (at its own cost and expense) may currently have or obtain, Facilities Tenant shall pay and remit all state, county, local and other sales and use taxes to the applicable governmental authorities, together with all applicable tax returns, on or before the date or dates the same shall be due. Facilities Tenant may elect to seek the consent of the Florida Department of Revenue (or other applicable governmental authority) to assume the obligations of self-accruing and submitting to the State of Florida all sales and use taxes due under this Facilities Lease. Unless and until Facilities Tenant is able to obtain such consent to self-accrue such sales and use taxes, Facilities Tenant shall pay and remit all such sales, and use taxes to the State of Florida as the agent of Facilities Landlord; and, upon request of Facilities Tenant, Facilities Landlord will cooperate with Facilities Tenant, at Facilities Tenant's sole cost and expense, to authorize Facilities Tenant to effect such direct payment including, without limitation, registering with the Florida Department of Revenue and listing Facilities Tenant's notice address as the proper mailing address for sales and use tax forms and reports. If Facilities Tenant may not lawfully pay its Florida sales tax and use tax obligations hereunder directly to the applicable governmental authorities (and Facilities Tenant shall take all reasonable actions to allow it to pay such amounts directly), Facilities Tenant shall pay such sales and use taxes directly to Facilities Landlord at the same time as each applicable Base Rent, Additional Rent and other payments to Facilities Landlord are due hereunder, and Facilities Landlord shall remit such sales and use taxes to the applicable governmental authorities. Facilities Tenant agrees that upon request of Facilities Landlord or Mortgagee it will provide Facilities Landlord or Mortgagee, as the case may be, evidence that Facilities Tenant has paid all sales and use tax amounts due hereunder. Further, upon request of Facilities Landlord given at any time after Facilities Tenant has failed to timely pay or contest any such sales or use tax amounts, Facilities Tenant will pay all sales and use taxes due with respect to the Rent and other amounts payable hereunder directly to Facilities Landlord, whereupon Facilities Landlord shall timely remit such sums to the applicable governmental authorities. If Facilities Tenant pays Facilities Landlord the amount of the sales and use taxes in accordance with this Section 5.3, then Facilities Landlord agrees that upon request of

Facilities Tenant, it will provide Facilities Tenant evidence that Facilities Landlord has paid all sales and use tax amounts due hereunder to the extent such amounts have been paid by Facilities Tenant to Facilities Landlord. Facilities Landlord and Facilities Tenant agree that the designation hereunder of amounts as "Additional Rent" shall not be deemed to create an obligation to pay any sales or use taxes with respect thereto unless and except to the extent Facilities Landlord or Facilities Tenant would otherwise be obligated to pay such sales and use taxes under applicable law. So long as no Event of Default is continuing hereunder, Facilities Tenant shall have the sole right to receive any amounts paid, credited or reimbursed by the taxing authority with respect to any refunds or abatements of sales and use taxes (otherwise, such amounts shall be paid, credited or reimbursed to Facilities Landlord or Mortgagee, as the case may be).

ARTICLE VI. USE

6.1 Permitted Use . Facilities Tenant has obtained approval from the Trustees of the Internal Improvement Fund of the State of Florida to use the Premises in accordance with the uses and purposes set out in the Comprehensive Agreement. The Premises must be used as the site of the International Swimming Hall of Fame in accordance with the Dedication by the Trustees of the Internal Improvement Fund of the State of Florida to the City of Fort Lauderdale recorded in Official Record Book 2611, page 315, Official Records of Broward County, Florida (the "Dedication"), and may be used for any other lawful purpose consistent with the Dedication and any other restrictions of record applicable to the Premises, except as set forth in Section 6.2 below.

6.2 Prohibited Uses . Facilities Tenant shall not use and shall not permit the Premises, or any portion thereof, to be used in such manner that impairs Facilities Landlord's right, title or interest in the Premises or any portion thereof, or in such manner which gives rise to a viable claim or viable claims of adverse possession or of a dedication of the Premises, or any portion thereof, for public use. Facilities Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied contrary to (i) any Legal Requirements applicable thereto, (ii) in any manner which would violate any certificate of occupancy affecting the same or (iii) in any manner inconsistent with or in violation of the Dedication or any other restrictions of record applicable to the Premises. Facilities Tenant agrees that it will, promptly upon discovery of any such use, immediately notify Facilities Landlord and take all necessary steps to achieve the discontinuance of such use.

ARTICLE VII. CONDITION, MAINTENANCE AND REPAIRS

7.1 Facilities Tenant's Repairs . Commencing on the Delivery Date, Facilities Tenant shall maintain the Premises in good condition, except for Facilities Landlord's Work, which shall be the responsibility of Facilities Landlord, and Facilities Tenant shall be responsible, at its sole cost and expense, for all other repairs and replacements required to be made to the Premises or any portion thereof after the Delivery Date, which repairs and replacements shall be executed in accordance with applicable Legal Requirements. It is the intention of the parties that after the Delivery Date and subject to final completion of the First Phase Improvements and the Punchlist items remaining in Facilities Landlord's Work, Facilities Tenant shall perform or cause to be performed all maintenance, repair and other work with respect to the Premises required hereunder and Facilities Landlord shall have no obligation with respect thereto. Facilities Landlord agrees to cooperate with and support Facilities Tenant in enforcing any warranty available under or in relation to the

Design-Build Agreement at no cost to Facilities Landlord. After the Delivery Date, except to the extent of any Punchlist items remaining in Facilities Landlord's Work, Facilities Tenant shall, at its sole cost and expense, promptly make all necessary repairs and replacements, structural or otherwise, ordinary as well as extraordinary, foreseen as well as unforeseen, in and to the Premises, including, without limitation, all First Phase Improvements, the entire interior and exterior of any building, the roof, the foundations, sidewalks, parking areas, water, sewer, gas and electricity connections, pipes, mains and all other fixtures, machinery, apparatus, equipment and appurtenances which as of the Delivery Date or thereafter belong to, are connected with or are used in conjunction with the Premises. All such repairs and replacements to be performed by Facilities Tenant or its contractors shall be procured in accordance with Facilities Tenant's policies and procedures and of a quality consistent with those completed in Facilities Landlord's Work and sufficient for the proper maintenance and operation of the Premises, and in accordance with the Legal Requirements (as defined in Section 21.1). After the Delivery Date, excluding clean-up, removal and disposal obligations constituting Facilities Landlord's Work, Facilities Tenant shall keep and maintain the Premises, including the First Phase Improvements, any Additional Phase Improvements and all sidewalks, parking areas and areas adjacent thereto, safe and clean, specifically including, but not by way of limitation, landscaping and removal of waste, debris and refuse matter.

From and after the Delivery Date, Facilities Tenant, at its own cost and expense, shall promptly comply with any and all Legal Requirements now or hereafter affecting and applicable to the Premises or any part thereof.

Facilities Landlord shall not be required to furnish, or cause to be furnished, any services or facilities whatsoever to the Premises, except for Facilities Landlord's Work. Facilities Tenant shall, at no cost to Facilities Landlord, furnish or cause to be furnished services for operation, repair, alteration, improvement, replacement, maintenance and management of the Premises after the Delivery Date which are not required for Facilities Landlord's Work to achieve Substantial Completion and are not Punchlist items remaining in Facilities Landlord's Work.

7.2 Fixtures . Any trade fixtures, furniture, equipment and other personal property used in connection with the operation of Facilities Tenant's business on the Premises that Facilities Tenant places or installs in the Premises at its expense prior to or during the Term hereof shall remain Facilities Tenant's property and may be removed or replaced by Facilities Tenant at any time. Facilities Tenant shall repair any and all damage caused by any removal or use thereof at its sole cost and expense except for normal wear and tear.

7.3 Initial Condition . Provided Facilities Landlord's Work under the Design-Build Agreement has achieved Substantial Completion except for the completion and performance of Punchlist items remaining in Facilities Landlord's Work under the Design-Build Agreement (which shall not in any manner alter or extend the Rent Commencement Date) and subject to warranties of design, workmanship and materials undertaken and/or granted by contractors and/or suppliers in connection therewith (breach of which will not affect Facilities Tenant's obligations hereunder), at the Delivery Date, and without assuming or accepting any obligation or liability to any third party in respect of any latent defect, Facilities Tenant agrees to accept possession of the Premises in its "as-is", "where-is" and "with-all-faults" condition, and Facilities Tenant acknowledges that Facilities Landlord, its agents, attorneys, representatives and employees have not and do not make

any representations or warranties, express or implied, to Facilities Tenant regarding the Premises, including, but not limited to: (i) the size, area, use or type of the Premises or the fitness of the Premises for any intended or particular use; (ii) any financial information pertaining to the operation of the Premises; (iii) the presence or absence of any environmental contamination except with respect to the release of Hazardous Materials during the period from the Effective Date to the Delivery Date; and (iv) the presence or absence of any rights of any governmental authority, or of owners of property in the vicinity of the Premises, to obtain reimbursement, recapture or special assessments from any owner of the Premises for all or a portion of the cost of any utilities, roads or other improvements heretofore or hereafter located on or in the vicinity of the Premises, any and all such representations and warranties, express or implied, being hereby expressly waived by Facilities Tenant and disclaimed by Facilities Landlord.

7.4 Security . After the Delivery Date, Facilities Tenant shall have possession of the Premises and Facilities Tenant shall provide security to the Premises. Facilities Tenant acknowledges that Facilities Landlord has no obligation whatsoever with respect to security except prior to the Delivery Date as provided in the Design-Build Agreement.

ARTICLE VIII. INSURANCE

8.1 Insurance . During the Term and prior to the Delivery Date, Facilities Landlord will maintain and carry insurance in accordance with the Comprehensive Agreement. From and after the Delivery Date and during the Term, Facilities Tenant will maintain the following policies: (i) commercial general liability insurance covering the Premises against claims for personal injury and damage to property with a minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, for bodily injury, death or property damage, personal and advertising injury, occurring in or about the Premises, and a minimum limit of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate for products and completion operations, (ii) "All-Risk" property insurance in an amount equal to "Full Replacement Cost" for the full insurable value of the First Phase Improvements (including, without limitation, coverage for damages arising from hurricane, named storms, windstorm, wind, hail and mold risks) with no coinsurance clause and containing ordinance or law coverage, (iii) business interruption insurance in an amount sufficient to cover not less than twenty-four (24) months of Rent hereunder and with an Extended Period of Indemnity of 6 months, (iv) workers' compensation insurance per Chapter 440, Florida Statutes, with no less than a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease in the aggregate in respect of any work or operations on or about the Premises or the minimum limits required by law, (v) if any part of the Premises are located in an area identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map issued by the Federal Emergency Management Agency as having special flood hazards and flood insurance has been made available, a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration in an amount not less than the lesser of "Full Replacement Cost" or the maximum amount of insurance which is available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994, as amended, (vi) Boiler & Machinery, or Equipment Breakdown Coverage, insurance covering the major components of the central heating, air conditioning and ventilating systems, boilers, other pressure vessels, high pressure piping and machinery, elevators and escalators, if any, and other similar equipment installed in the Premises

in an amount equal to one hundred percent the full replacement cost of all equipment installed, and (vii) for so long as the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA") or a similar or subsequent statute is in effect, terrorism insurance for foreign and domestic acts (as such terms are defined in TRIPRA or similar or subsequent statute) in an amount equal to the full replacement cost of the Premises (plus rental loss and/or business interruption insurance coverage). Facilities Tenant's insurance policies shall (A) name Facilities Landlord and Mortgagee as additional insureds on a primary, non-contributory basis, (B) for so long as the Mortgage is in place, name Mortgagee as the loss payee pursuant to the terms of the Mortgage, (C) insure on an "occurrence" and not a "claims-made" basis, (D) not be cancelable unless a minimum of thirty (30) days' prior written notice shall have been given to Facilities Landlord and Mortgagee, (E) contain a contractual liability endorsement and (F) waive by endorsement any right of subrogation of the insurers to any set off or counterclaim or any other deduction. "Full Replacement Cost" as used herein shall mean the estimated total cost of construction required to replace the First Phase Improvements with a substitute of like utility, and using modern materials and current standards, design and layout, including direct (hard) costs (including, without limitation, labor, materials, supervision and contractor's profit and overhead) and indirect (soft) costs (including, without limitation, fees for architect's plans and specifications and construction financing costs). All insurance coverage maintained in accordance herewith shall at all times be written by insurance companies of recognized national standing and an A.M. Best Company, Inc. financial category rating of Class X or better and an A.M. Best Company, Inc., policy holder rating of A or better or a claims paying ability of A or better according to S&P and authorized to do business in the State of Florida.

8.2 Insurance Certificates . All of the foregoing insurance policies required pursuant to Section 8.1 above will be written with companies with the equivalent of a Standard & Poor's claim-paying rating of A- or better, and will provide that each party shall be given a minimum of thirty (30) days written notice by any such insurance company prior to the cancellation, termination or substantive alteration of the terms or limits of such coverage. Facilities Tenant will deliver to the Facilities Landlord and Mortgagee the foregoing insurance certificates prior to the Delivery Date and evidence of all renewals or replacements before the expiration date of such policies. If acceptable to Mortgagee, all such policies may be maintained by Facilities Tenant under a "blanket insurance policy".

8.3 Mutual Release; Waiver of Subrogation . Facilities Tenant agrees to have all property insurance endorsed with a clause providing that any release from liability, limitation of liability of or waiver of claim for recovery from the Facilities Landlord entered into in writing by the Facilities Tenant prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the Facilities Landlord or Mortgagee. Without limiting any release, limitation or waiver of liability or recovery contained in any other Section of this Facilities Lease but rather in confirmation and furtherance thereof, Facilities Landlord, for itself and any beneficiaries of Facilities Landlord including, without limitation, Mortgagee, waives all claims for recovery from Facilities Tenant and Facilities Tenant Group (as defined below) and any agents, officers, employees, representatives, contractors and beneficiaries of Facilities Tenant, and Facilities Tenant for itself and any beneficiaries of Facilities Tenant, including without limitation, any subtenant or licensee of Facilities Tenant, waives all claims for recovery from Facilities Landlord, Mortgagee, any and beneficiaries of Facilities Landlord and their respective agents,

partners and employees, for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Facilities Lease to the contrary, any release, limitation or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release, limitation or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder.

8.4 Unavailability of Required Insurance . In the event any of the requirements in this Article VIII cannot be satisfied due to changed market conditions and the general unavailability of the insurance requirements set forth above, Facilities Tenant shall (a) immediately notify Facilities Landlord and Mortgagee and (b) carry and maintain such other insurance as is available in the market that is reasonably required by Facilities Landlord and approved by Mortgagee, which approval shall be consistent with Mortgagee's then-current underwriting guidelines. Notwithstanding anything herein to the contrary, this Section 8.4 shall not excuse Facilities Tenant from maintaining insurance coverages required under this Article VIII based solely on the cost of such coverages, even if such costs are deemed by Facilities Tenant to be unreasonable.

ARTICLE IX. DAMAGE OR DESTRUCTION

9.1 Restoration . Facilities Tenant agrees that in case of damage to or destruction of all or any portion of the Premises or of the fixtures and equipment therein, by fire or other casualty, occurring on or after the Delivery Date, Facilities Tenant will promptly commence and diligently pursue to completion, at its sole cost and expense, and in accordance with its applicable procurement policies and procedures, repair, restore, or rebuild the same to substantially the same physical condition as was existing prior to the fire or other casualty. Rent shall not abate as a result during the period of such repair, restoration or rebuilding or during any period that the Premises are not tenantable because of any damage or destruction. To the extent that any costs of such repair, restoration or rebuilding are not recoverable under any surety bond or policy of insurance maintained or procured by or for the benefit of Facilities Landlord or Facilities Tenant, Facilities Tenant shall nonetheless repair, restore or rebuild as aforesaid at its sole cost and expense. It is agreed that Facilities Landlord shall have no duty pursuant to this Facilities Lease to repair, restore or rebuild the Premises following any casualty, or to expend any sums for any repair or restoration, provided, however, Facilities Tenant will only use insurance proceeds released to Facilities Tenant by Mortgagee for the repair of any insured damage. Provided there is no existing uncured Event of Default under this Facilities Lease, the proceeds of any insurance maintained by Facilities Tenant hereunder shall be paid by Facilities Tenant's insurer to Mortgagee, and Mortgagee will release such proceeds pursuant to the Mortgage to be used for the repair and restoration of the Premises to the conditions required hereunder. If there is an existing Event of Default, the insurance proceeds may be retained by Facilities Landlord or Mortgagee and applied against the Base Rent or Lease Termination Payment.

9.2 Standard of Restoration . All restoration, repair, rebuilding and other construction performed by Facilities Tenant or any contractors of Facilities Tenant to the Premises following the Delivery Date shall be performed in accordance with Facilities Tenant's procurement policies and procedures and a good and workmanlike manner, at Facilities Tenant's sole cost and expense, and in accordance with all applicable governmental statutes, ordinances and regulations and the

Legal Requirements. Facilities Landlord, at no cost to it, shall support activities and efforts by Facilities Tenant to obtain benefits and payments under applicable surety bonds and policies of insurance. All such restoration, repair, rebuilding and other construction to the Premises shall comply with all Legal Requirements. To the extent that such maintenance or repair by Facilities Tenant or its contractor fails to comply therewith, Facilities Tenant shall be responsible for all loss, cost or damage resulting from such non-compliance.

9.3 Facilities Landlord's Rights . In the event Facilities Tenant shall not commence the repair, restoration or rebuilding as required by this Article IX within one hundred twenty (120) days after the date on which the casualty occurred as a direct result of the lack of diligence by Facilities Tenant to procure such work in accordance with its procurement policies and procedures, or shall continue to fail to diligently pursue the completion of same substantially in accordance with the terms of applicable contracts therefor, then Facilities Tenant shall be in default under this Facilities Lease, after any applicable cure periods. In such event, Facilities Landlord may, in addition to other rights and remedies available hereunder, at law or in equity, undertake such repair, restoration and rebuilding of the Premises in accordance with all Legal Requirements, and any amounts advanced by the Facilities Landlord for such purpose, including reasonable attorneys' fees, shall constitute Additional Rent hereunder due from Facilities Tenant to Facilities Landlord upon demand.

ARTICLE X. EMINENT DOMAIN

10.1 Major Taking . In the event of any actual or threatened taking or condemnation of all or any portion of the Premises by any governmental or quasi-governmental authority for any public or quasi-public use or purpose (a "Taking"), and (a) which is a Taking of all or a material portion of the Premises or (b) which Facilities Tenant concludes renders the Premises unsuitable for continued use and occupancy by Facilities Tenant (either of the foregoing (a) or (b), a "Major Taking"), then Facilities Tenant may, not later than sixty (60) days after notice that a Major Taking is to take place, deliver to Facilities Landlord notice ("Termination Notice") of its intention to terminate this Facilities Lease on a date (the "Taking Termination Date") that is no later than the effective date of such Major Taking, which termination shall be subject to Section 10.2 below.

10.2 Termination . Facilities Tenant shall have the right to terminate this Facilities Lease following a Major Taking as specified in Section 10.1 only if Facilities Tenant pays to Mortgagee (or at its direction) a termination fee equal to the total remaining unpaid Base Rent due for the balance of the Term, discounted at the lesser of the following rates: (i) the rate equal to the rate on U.S. Treasury notes having a maturity closest to the average life, as such term is commonly used in finance, of such payments, or (ii) five and three quarters percent (5.75%) (the "Lease Termination Payment"). The amount of the Lease Termination Payment shall be calculated by Mortgagee upon request by Facilities Tenant not more than two (2) days prior to due date of the Lease Termination Payment. In connection with such termination (a) Facilities Tenant shall, as a condition to such termination, pay to Facilities Landlord (or at its direction) the Lease Termination Payment plus all Rent due but unpaid hereunder up to (but not including) the Taking Termination Date in immediately available funds, (b) Facilities Landlord shall deliver and/or assign to Facilities Tenant in an instrument reasonably acceptable to Facilities Landlord and Facilities Tenant any and all condemnation awards, up to but not exceeding the amount of the Lease Termination Payment, if any, payable to Facilities Landlord in connection with the Taking (or the right to receive the

same when made if payment thereof has not yet been made), and any cause of action of Facilities Landlord against the condemning authority with respect to such Taking (and thereafter cooperate and support Facilities Tenant at no cost to Facilities Landlord), and (c) this Facilities Lease shall terminate on the Taking Termination Date and the parties shall have no further obligations or liabilities hereunder to each other hereunder. If a Major Taking occurs but Facilities Tenant does not timely deliver a Termination Notice, or if Facilities Tenant sends a Termination Notice in accordance with this Section 10.1 but fails to pay the Lease Termination Payment in immediately available funds within thirty (30) days after the Taking Termination Date, then Facilities Tenant shall be deemed to have waived its right to terminate this Facilities Lease in connection with such Major Taking and (x) all Base Rent and Additional Rent and other obligations of Facilities Tenant hereunder shall continue unabated, unreduced and unprorated until the expiration of the Term of this Facilities Lease, and (y) Facilities Landlord shall assign in an instrument acceptable to Facilities Landlord and Facilities Tenant (and thereafter cooperate and support Facilities Tenant at no cost to Facilities Landlord), and, if applicable, deliver, to Facilities Tenant Facilities Landlord's right, title and interest in and to the award up to, but not exceeding, the Lease Termination Payment, if any, payable in connection with the Major Taking (or the right to receive the same when made if payment thereof has not yet been made), and any cause of action of Facilities Landlord against the condemning authority with respect to such Major Taking (and thereafter cooperate and support Facilities Tenant at no cost to Facilities Landlord). Unless this Facilities Lease is terminated as set forth above, Facilities Tenant shall, at its own cost and expense and regardless of whether any condemnation awards are sufficient to pay for the same, promptly commence and diligently pursue to completion the repair, restoration and preservation of the Premises to an architectural whole (to the extent that repair, restoration and preservation to such condition is reasonably practicable).

10.3 Non-Major Taking . In the event of a Taking that is, in Facilities Tenant's discretion, less than a Major Taking, (a) Facilities Tenant shall continue to pay Base Rent in the amounts set forth herein without any abatement or reduction for the area so taken and (b) Facilities Landlord shall assign in an instrument acceptable to Facilities Landlord, and, if applicable, deliver, to Facilities Tenant all of Facilities Landlord's right, title and interest in and to the award, if any, payable in connection with the Taking (or the right to receive the same when made if payment thereof has not yet been made), and any cause of action of Facilities Landlord against the condemning authority with respect to such Taking (and thereafter cooperate and support Facilities Tenant at no cost to Facilities Landlord), and (c) Facilities Tenant shall, at its own cost and expense and regardless of whether any condemnation awards are sufficient to pay for the same, promptly commence and diligently pursue to completion the repair and restoration of the Premises to the condition which existed immediately prior to the Taking (to the extent that restoration to such condition is reasonably practicable).

10.4 Separate Claim . Notwithstanding anything to the contrary in this ARTICLE X or any termination of this Facilities Lease, in any circumstance in which pursuant to the foregoing provisions of this ARTICLE X Facilities Landlord is entitled to receive condemnation awards in connection with a Taking, Facilities Tenant shall have a right, at its election by notice to Facilities Landlord, to prosecute a separate claim against the condemning or Taking authority or join with Facilities Landlord in Facilities Landlord's prosecution of any proceeding against the Taking authority, for any awards to which Facilities Tenant may be entitled as a result of its interest in the Premises including, without limitation, for relocation expenses and/or loss of trade fixtures (in addition to Facilities Tenant's right to prosecute any claims against the condemning or Taking

authority for condemnation proceeds as if Facilities Tenant were the owner of the Premises, so long as Facilities Tenant is otherwise in compliance with Sections 10.1, 10.2 and 10.3 above as applicable).

10.5 Waiver . To the fullest extent allowed by law, Facilities Tenant waives its right to exercise its powers of eminent domain to take all or any portion of the Premises during the "Term" and "Master Facilities Lease Default Extension Term" as defined in the Ground Lease.

10.6 Survival . The provisions of this ARTICLE X shall survive the expiration or the earlier termination of this Facilities Lease.

ARTICLE XI. LIENS

11.1 Lien Claims . Facilities Tenant shall not do any act which shall in any way encumber the title in and to the Premises, nor shall any interest or estate in the Premises be in any way subject to any claim by way of lien or encumbrance caused or created by Facilities Tenant, whether by operation of law or by virtue of any express or implied contract by Facilities Tenant. Any claim to or lien upon the Premises arising from any act or omission of Facilities Tenant shall accrue only against the leasehold estate of Facilities Tenant and shall in all respects be subject and subordinate to the interests and rights of Facilities Landlord in and to the Premises. Facilities Tenant will not permit the Premises to become subject to any lien, including, but not limited to, mechanics', laborers' or materialmen's lien, on account of labor or material furnished to Facilities Tenant or claimed to have been furnished to Facilities Tenant in connection with work of any character procured by, through or under Facilities Tenant and performed or claimed to have been procured by, through or under Facilities Tenant and performed on the Premises; provided, however that Facilities Tenant shall have the right, at Facilities Tenant's discretion, to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien, as long as such liens are removed by bond or are otherwise managed to the reasonable satisfaction of Facilities Landlord.

11.2 Right to Cure . If Facilities Tenant shall fail to contest the validity of any lien or claimed lien of the nature described in Section 11.1 or shall fail to prosecute such contest with diligence, then Facilities Landlord may, at its election (but shall not be so required) remove or discharge such lien or claim for lien (with the right, in its discretion, to settle or compromise the same) not less than five (5) days after written notice of such election to Facilities Tenant, and any amounts advanced by the Facilities Landlord, including reasonable attorneys' fees, for such purposes shall be Additional Rent due from Facilities Tenant to Facilities Landlord on demand. This Section 11.2 shall not apply to Permitted Encumbrances.

ARTICLE XII. DEFAULT AND REMEDIES

12.1 Events of Default . Facilities Tenant agrees that the occurrence of any one or more of the following events shall be considered an "Event of Default" as said term is used herein:

(A) Facilities Tenant shall default in making any payment of Base Rent or Additional Rent when due; or

(B) Facilities Tenant shall fail to maintain the insurance it is required to maintain hereunder; or

(C) Facilities Tenant shall file an answer admitting the material allegations of a petition filed against Facilities Tenant in any bankruptcy, or insolvency proceeding or under any laws relating to the relief of debtors, readjustment or indebtedness, reorganization, arrangements, composition or extension; or

(D) Facilities Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver, trustee or liquidator of Facilities Tenant, or all of the assets of Facilities Tenant; or

(E) Facilities Tenant shall file a voluntary petition in bankruptcy, or shall admit in writing its inability to pay its debts as they come due, or shall file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law; or

(F) A decree or order appointing a receiver of the property of Facilities Tenant shall be made and such decree or order shall not have been vacated within sixty (60) days from the date of entry or granting thereof; or

(G) Facilities Tenant shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental authority, which relate to the Premises, within the required time period for such order, subject to any stay filed, ordered or imposed thereon; or

(H) Facilities Tenant shall default in the performance of any covenant, promise or agreement on the part of Facilities Tenant contained in this Facilities Lease not otherwise specified in this Section 12.1 and such default shall continue for thirty (30) days after notice thereof in writing by Facilities Landlord to Facilities Tenant, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such thirty (30)-day period, Facilities Tenant shall not in good faith and within such period of thirty (30) days commence the curing of such default and pursue the curing thereof continuously and diligently and in good faith to the end that such default shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such non-monetary default through pursuing such cure promptly, diligently, continuously and in good faith, not to exceed an additional one hundred twenty (120) days beyond such initial thirty (30)-day period.

12.2 Facilities Landlord's Remedies . Upon the occurrence of any Event of Default and at any time thereafter, but subject to the terms of the SNDA with respect to the rights of any subtenant of Facilities Tenant, Facilities Landlord may exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein:

(A) Only with respect to an Event of Default pursuant to Section 6.1 of this Facilities Lease, Facilities Landlord may terminate this Facilities Lease by giving to Facilities Tenant written notice of Facilities Landlord's election to do so, in which event the Term and all rights, title and interest of Facilities Tenant hereunder shall end on the date stated in such notice and Facilities Tenant shall pay the Lease Termination Payment to Facilities Landlord as described in Section 12.5 below. Upon payment of the Lease Termination Payment, this Master Facilities Lease and the Ground Lease shall terminate and all right title and interest in the Premises shall vest in Facilities Tenant.

(B) Facilities Landlord may accelerate the Base Rent and require that Facilities Tenant immediately pay the Lease Termination Payment in lieu of all future Base Rent payments. Upon payment of the Lease Termination Payment, this Master Facilities Lease and the Ground Lease shall terminate and all right title and interest in the Premises shall vest in Facilities Tenant.

(C) Facilities Landlord may enforce the provisions of this Facilities Lease and may enforce and protect the rights of Facilities Landlord by a suit or suits in equity or at law for the performance of any covenant or agreement herein, and for the enforcement of any other appropriate legal or equitable remedy, including without limitation (i) injunctive relief, (ii) recovery of all moneys due or to become due from Facilities Tenant under any of the provisions of this Facilities Lease, (iii) specific performance, and (iv) any other damages incurred by Facilities Landlord by reason of Facilities Tenant's default under this Facilities Lease.

12.3 Reentry to Premises . Should Facilities Landlord elect to reenter as provided herein with or without terminating this Facilities Lease, or should Facilities Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Facilities Landlord may, from time to time, without terminating this Facilities Lease, rent the Premises or any part of the Premises, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include alteration and repair of the Premises) as Facilities Landlord, in its commercially reasonable discretion, may determine, and Facilities Landlord may collect and receive the rent due in connection therewith and shall within ten (10) days after written request from Facilities Tenant, provide a statement to Facilities Tenant of the amount so collected and received, provided, however, that Facilities Tenant shall be entitled to set off all such amounts received by Facilities Landlord, net of costs of re-letting the Premises, against Facilities Tenant's obligations hereunder as set forth in Section 12.4. Facilities Landlord shall not be required to accept any tenant offered by Facilities Tenant or any third party or observe any instruction given by Facilities Tenant relative to such reletting; provided however Facilities Landlord shall diligently and reasonably consider any tenant or third party offered by Facilities Tenant. No such reentry or taking possession by Facilities Landlord will be construed as an election on Facilities Landlord's part to terminate this Facilities Lease unless a written notice of such intention is given to Facilities Tenant. No written notice from Facilities Landlord under this ARTICLE XII or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Facilities Landlord to terminate this Facilities Lease unless such notice specifically so states. Facilities Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Facilities Lease by giving Facilities Tenant such written notice, in which event this Facilities Lease will terminate as specified in such notice.

12.4 Damages Without Lease Termination . In the event that Facilities Landlord does not elect to terminate this Facilities Lease, but on the contrary elects to take possession of the Premises, then, in addition to all other rights and remedies of Facilities Landlord, Facilities Tenant shall pay the Base Rent to Facilities Landlord, and to the extent not paid directly to other parties to whom such amounts are owed, Additional Rent and other sums as provided in this Facilities Lease that would be payable under this Facilities Lease if such repossession had not occurred and the Premises were not re-let, less the proceeds, if any, of any reletting of the Premises after deducting all of Facilities Landlord's commercially reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, expenses of

employees, alteration and repair costs, and expenses of preparation for such reletting. Facilities Landlord shall upon receipt of Facilities Tenant's written request therefor provide notice to Facilities Tenant of the amount so collected and received which shall be applied to reduction of the Rent. If, in connection with any reletting, the new lease term extends beyond the Term, or the Premises covered by such new lease includes other premises not part of the Premises, an equitable apportionment of the costs of reletting and rent actually received from such reletting will be made in determining the net proceeds from such reletting. Facilities Tenant will pay such Rent and other sums (less proceeds of re-letting) to Facilities Landlord monthly on the day on which such sums would have been payable under this Facilities Lease if possession had not been retaken, and Facilities Landlord shall be entitled to receive such Rent and other sums from Facilities Tenant on each such day.

12.5 Damages Upon Lease Termination . In the event that Facilities Landlord elects to terminate this Facilities Lease, then upon such election, Facilities Tenant shall pay the Lease Termination Payment to Facilities Landlord within thirty (30) days after receipt of notice from Facilities Landlord of such election. Thereafter, such amounts as Facilities Landlord may actually receive from reletting shall be paid to Facilities Tenant as received by Facilities Landlord to reimburse Facilities Tenant for payment of such amounts, after deducting therefrom the reasonable costs incurred by Facilities Landlord of collection and for re-letting the Premises, including, without limitation, the costs of broker's fees and the costs of making alterations and repairs in order to re-let the Premises. Upon payment of the Lease Termination Payment, this Master Facilities Lease and the Ground Lease shall terminate and all right title and interest in the Premises shall vest in Facilities Tenant.

12.6 Survival of Facilities Tenant Obligations . No termination of this Facilities Lease and no taking possession of and/or reletting the Premises or any part thereof by Facilities Landlord, shall relieve Facilities Tenant of its liabilities and obligations hereunder, except as specifically provided herein, all of which shall survive such expiration, termination, repossession or reletting.

12.7 Waivers . No failure by either party to insist upon the strict performance by the other party of any covenant, agreement, term or condition of this Facilities Lease or to exercise any right or remedy consequent upon a breach thereof, and no payment or acceptance of full or partial Base Rent or Additional Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Facilities Lease to be performed or completed by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver of any breach shall affect or alter this Facilities Lease, but each and every covenant, agreement, term and condition of this Facilities Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

12.8 Suits to Recover Damages . Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Base Rent and Additional Rent payable hereunder or any other sums payable by Facilities Tenant to Facilities Landlord pursuant to this Facilities Lease, may be brought by Facilities Landlord at any time and from time to time at Facilities Landlord's election, and nothing herein contained shall be deemed to require Facilities Landlord to await the date whereon this Facilities Lease or the Term would have expired or for the accrual of such Base Rent

in the event of an acceleration pursuant to Section 12.5, had there been no Event of Default by Facilities Tenant.

12.9 Cumulative Remedies . No remedy contained herein or otherwise conferred upon or reserved to a party hereunder, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Facilities Lease to a party hereunder may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of a party hereunder to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

12.10 Right to Perform Obligations . Upon occurrence of an Event of Default, Facilities Landlord may (but shall not be obligated so to do), and without waiving or releasing Facilities Tenant from any obligation hereunder, make any payment or perform any other act which Facilities Tenant is obligated to make or perform under this Facilities Lease in such manner and to such extent as Facilities Landlord may reasonably deem necessary; and in so doing Facilities Landlord shall also have the right to enter upon the Premises for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by Facilities Landlord shall be payable as Additional Rent by Facilities Tenant to the Facilities Landlord upon demand. Facilities Landlord shall use reasonable efforts to give Facilities Tenant prior notice of its performance, if reasonably feasible under the circumstances. The performance of any such obligation by the Facilities Landlord shall not constitute a waiver of the Facilities Tenant's default in failing to perform the same. Inaction of Facilities Landlord shall never be considered as a waiver of any right accruing to it pursuant to this Facilities Lease. Nothing contained herein shall be construed to require Facilities Landlord to advance monies for any purpose.

12.11 Facilities Landlord Costs and Expenses of Litigation . Subject to receipt of notice from Facilities Landlord, Facilities Tenant agrees to pay all reasonable costs and expenses incurred by or imposed upon Facilities Landlord after such notice by or in connection with any litigation to which Facilities Landlord becomes or is made a party without fault on its part, whether commenced by or against Facilities Tenant, or any other person or entity or that may be incurred by Facilities Landlord in enforcing any of the covenants and agreements of this Facilities Lease with or without the institution of any action or proceeding relating to the Premises or this Facilities Lease, or in obtaining possession of the Premises after an Event of Default or upon expiration or earlier termination of this Facilities Lease. The foregoing notwithstanding, Facilities Tenant's obligation under this Section 12.11 to pay Facilities Landlord's reasonable costs and expenses shall not extend to such costs and expenses incurred in defending an action or claim brought by Facilities Tenant in an original action, counterclaim, cross-claim or third party claim to interpret or enforce the terms of this Facilities Lease in which there is a court determination that Facilities Landlord failed to perform its obligations, covenants and agreements under this Facilities Lease. The provisions of this Section 12.11 shall survive the expiration or earlier termination of this Facilities Lease.

12.12 Remedies Upon Facilities Landlord's Default . In the event that after the Delivery Date Facilities Landlord shall at any time be in default in the observance or performance of any of the obligations, covenants and agreements required to be performed and observed by Facilities

Landlord (it being acknowledged and agreed that Facilities Landlord's only obligation under this Facilities Lease following completion of Facilities Landlord's Work shall be collection of insurance and condemnation proceeds and benefits and, to the extent such proceeds or benefits have been received by Facilities Landlord, the payment the same in accordance with and only to the extent required by Articles X and XI, and Facilities Landlord's covenant as to quiet enjoyment contained in Section 14.1) and any such default shall continue for a period of thirty (30) days after written notice to Facilities Landlord and Facilities Landlord shall not thereafter cure such default (or if such default is incapable of being cured in a reasonable manner within thirty (30) days then, if Facilities Landlord has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecuted the same to completion), and subject to any rights expressly granted to Mortgagee in the SNDA (as hereinafter defined), Facilities Tenant, as its sole and exclusive remedy, shall have the right to pursue an action against Facilities Landlord for damages or specific performance or injunction, as the case may be, and may obtain a lien on the Premises provided that payment of the same shall be subordinate at all times to payment of any obligation secured by a mortgage on Facilities Landlord's interest in the Premises, and Facilities Tenant shall be prohibited from foreclosing or exercising any other remedies with respect to such lien so long as any Mortgagee's mortgage obligation is outstanding. No purported default by Facilities Landlord hereunder shall create any right of offset, abatement of Rent or delayed payment of any kind or any delay or avoidance of any performance of any obligations hereunder or to terminate this Facilities Lease.

ARTICLE XIII. ASSIGNMENT AND SUBLETTING

13.1 Assignment. Provided no Event of Default has occurred and is continuing under this Facilities Lease, upon thirty (30) days' prior written notice to Facilities Landlord, Facilities Tenant may, subject to Facilities Landlord's and Mortgagee's prior written consent which consent may be withheld or granted in the sole and absolute discretion of Facilities Landlord and Mortgagee, assign, or transfer this Facilities Lease or the obligations or liabilities contained hereunder; provided, such assignee or transferee shall execute an instrument, in form reasonably acceptable to Facilities Landlord and Mortgagee, fully assuming all of the obligations and liabilities imposed upon Facilities Tenant hereunder, and deliver same to Facilities Landlord. Notwithstanding the foregoing, no assignment or transfer of this Facilities Lease or the obligations or liabilities hereunder shall relieve Facilities Tenant from liability hereunder, it being the understanding and agreement of the parties that Facilities Tenant shall remain primarily liable hereunder for the Term of this Facilities Lease, as a principal and not as a surety or guarantor.

13.2 International Swimming Hall of Fame Sublease. Facilities Landlord acknowledges that Facilities Tenant will sublease a portion of the Premises to the International Swimming Hall of Fame, Inc., for museum purposes ("Museum Subtenant") pursuant to a sublease dated as of even date with this Facilities Lease (the "Museum Sublease"), and the remaining portion of the Premises will be subleased to the Museum Subtenant's not for profit affiliate ("Affiliate Subtenant") pursuant to a sublease dated of even date with this Facilities Lease ("Affiliate Sublease"), a copy of which Museum Sublease is attached hereto as Exhibit C and a copy which Affiliate Sublease is attached hereto as Exhibit C-1. In order to clarify certain rights and obligations of Facilities Landlord, Facilities Tenant, Museum Subtenant and Affiliate Subtenant with respect to this Facilities Lease, the Museum Sublease, the Affiliate Sublease, Facilities Landlord, Facilities Tenant, Museum Subtenant, Affiliate Subtenant and Mortgagee have entered into a Subordination,

Non-Disturbance and Attornment Agreement in the form attached as Exhibit D hereto (“SNDA”), which SNDA shall be recorded in the applicable real property records. Notwithstanding the foregoing, in no event shall the Museum Sublease or Affiliate Sublease excuse Facilities Tenant from any liability under this Facilities Lease, including, without limitation, payment of any Base Rent or Additional Rent hereunder, or any portion thereof. Facilities Tenant shall remain primarily liable hereunder for the Term, as a principal and not as a surety or guarantor.

13.3 International Swimming Hall of Fame Affiliate Sub-subleases. Affiliate Subtenant will be permitted to sub-sublease portions of the Premises as set forth in the SNDA.

13.5 Facilities Tenant’s Liability. No assignment of this Facilities Lease or subletting of all or a portion of the Premises shall release Facilities Tenant from any of its obligations or duties hereunder, regardless of whether Facilities Landlord’s approval has been obtained for any such assignments or subletting.

13.6 Assignment of Sublease Base Rent. Facilities Tenant hereby absolutely and unconditionally assigns, transfers and grants to Facilities Landlord all rent payable to Facilities Tenant under the Sublease (and any sub-sublease thereunder) (collectively, the “Sublease Rent”). This assignment is made in consideration of this Facilities Lease and the rights and privileges granted to Facilities Tenant hereunder. Facilities Tenant hereby presently, unconditionally and irrevocably designates Facilities Landlord to receive, and directs the Subtenant to pay to Facilities Landlord, in accordance with the instructions provided at Section 3.3 hereof, all Sublease Rent payable or receivable under the Sublease. Notwithstanding the foregoing, for so long as Facilities Tenant is in compliance with its obligations under this Facilities Lease, Facilities Landlord grants to Facilities Tenant a revocable license (which is revocable upon the occurrence and during the continuance of an Event of Default) to (i) collect, receive, use and enjoy the Sublease Rents and other sums due under the Subleases and Facilities Tenant shall hold such Sublease Rents in trust for the benefit of Facilities Landlord for use in the payment of Rent under this Facilities Lease. In the event Facilities Tenant receives any Sublease Rent after such license is revoked, Facilities Tenant shall be held in trust by Facilities Tenant for the sole and exclusive benefit of Facilities Landlord, and Facilities Tenant shall, within two (2) business days after receipt of any Sublease Rent, pay the same to Facilities Landlord in accordance with the terms hereof.

ARTICLE XIV. QUIET ENJOYMENT

14.1 Covenants of Quiet Enjoyment. Facilities Landlord covenants that Facilities Tenant, on paying the Base Rent and Additional Rent payable by Facilities Tenant hereunder, and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Facilities Tenant to be kept, observed and performed, all of which obligations of Facilities Tenant are independent of Facilities Landlord’s obligations hereunder, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions and agreement hereof free from hindrance by Facilities Landlord or any person claiming by, through or under Facilities Landlord.

ARTICLE XV. SUBORDINATION

15.1 Subordination and Attornment. Facilities Tenant shall not, without the prior written consent of Facilities Landlord and Mortgagee, grant a leasehold mortgage against Facilities Tenant's leasehold interest in the Premises.

(B) Facilities Tenant hereby agrees, upon Facilities Landlord's written request, to subordinate this Facilities Lease to any first mortgage covering Facilities Landlord's interest in and to the Premises, provided that the holder of such mortgage ("Mortgagee"), Facilities Tenant and Facilities Landlord execute a SNDA in the form attached hereto as Exhibit D attached hereto and incorporated herein by this reference that sets forth the terms and conditions of such subordination, subject to such revisions as are acceptable to Facilities Landlord, Facilities Tenant and the Mortgagee. The term "mortgage" whenever used in this Facilities Lease shall be deemed to include mortgages, deeds to secure debt, deeds of trust, security assignments and any other encumbrances against Facilities Landlord's interest in the Premises, and any reference to the "Mortgagee" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

(C) Should Facilities Landlord sell, convey or transfer its interest in the Premises in accordance with the terms of this Facilities Lease or should any Mortgagee succeed to Facilities Landlord's interest through foreclosure or deed in lieu thereof, then Facilities Tenant shall attorn to such succeeding party as its landlord under this Facilities Lease promptly upon any such succession, provided that such succeeding party assumes all of Facilities Landlord's duties and obligations under this Facilities Lease, recognizes this Facilities Lease as if the succeeding party were an original party thereto, and agrees not to disturb Facilities Tenant's leasehold interest and occupancy and use of the Premises hereunder in accordance with the SNDA and Section 14.1 hereof.

(D) Facilities Tenant shall deliver to the Mortgagee of any Mortgage simultaneously with notice being given to Facilities Landlord, by registered or certified mail, a copy of any notice of default served upon the Facilities Landlord by Facilities Tenant, provided that prior to such notice Facilities Tenant has received written notice (by way of service on Facilities Tenant of a copy of an assignment of rents and leases, or otherwise) of the address of such Mortgagee and containing a request therefor. Facilities Tenant further agrees that Mortgagee shall have a right to cure such default during the applicable cure period specified herein if Facilities Landlord fails to do so. This Facilities Lease may not be modified or amended, nor shall this Facilities Lease be cancelled or surrendered (except as expressly permitted under this Facilities Lease), without the prior written consent, in each instance, of the Mortgagee, which consent may be granted or withheld in the Mortgagee's sole and absolute discretion.

ARTICLE XVI. TRANSFERS BY FACILITIES LANDLORD

16.1 Transfers of Facilities Landlord's Interest . Facilities Landlord shall have the right to transfer or assign its interest in the Premises or this Facilities Lease to any other person or entity at its sole discretion; provided, that any such transfer or assignment made prior to the Delivery Date shall be subject the transferee or assignee accepting, assuming and agreeing to be bound by the terms and conditions of the Design-Build Agreement, if then in effect. In the event of any such transfer, Facilities Landlord shall be relieved, upon notice to Facilities Tenant of the name and

address of Facilities Landlord's successor, of any obligations accruing hereunder from and after the date of such transfer.

ARTICLE XVII. COVENANTS, REPRESENTATIONS AND WARRANTIES

17.1 Facilities Landlord's Representations . Facilities Landlord hereby represents and warrants to Facilities Tenant as follows:

(A) It is limited liability company duly organized and validly existing under the laws of the State of Florida and authorized to do business in the State of Florida;

(B) It is not in violation of or in conflict with any provisions of the laws of the State of Florida or of the United States of America applicable to the Facilities Landlord which would impair its ability to carry out its obligations contained in this Facilities Lease;

(C) It is legally empowered to enter into and perform the transactions contemplated by this Facilities Lease;

(D) Contemporaneously with the execution and delivery of this Facilities Lease and as a condition to the funding of any Additional Phase Improvements and corresponding amendment to this Facilities Lease, Facilities Landlord will deliver to Mortgagee a legal opinion from independent counsel opining to the authority of Facilities Landlord entering into the applicable documents, the enforceability of the applicable documents and such other matters as may be required by Mortgagee; and

(E) The execution, delivery and performance of this Facilities Lease and other documents relating to the transactions contemplated by this Facilities Lease do not and will not violate or conflict with any provision of law applicable to the Facilities Landlord.

17.2 Facilities Tenant's Representations. Facilities Tenant hereby covenants, represents and warrants to Facilities Tenant as follows:

(A) Facilities Tenant is a municipality of the State of Florida;

(B) Facilities Tenant is not in violation of or in conflict with any provisions of the laws of the State of Florida or of the United States of America applicable to the Facilities Tenant which would impair its ability to carry out its obligations contained in this Facilities Lease;

(C) Facilities Tenant is legally empowered to enter into and perform the transactions contemplated by this Facilities Lease;

(D) The execution, delivery and performance of this Facilities Lease do not and will not violate or conflict with any provision of law applicable to the Facilities Tenant;

(E) This Facilities Lease constitutes the legal, valid and binding obligations of the Facilities Tenant, enforceable against it in accordance with the respective terms thereof;

(F) Contemporaneously with the execution and delivery of this Facilities Lease and as a condition to the funding of any Additional Phase Improvements and corresponding amendment to this Facilities Lease, Facilities Tenant will deliver to Mortgagee a legal opinion from independent counsel opining to the authority of Facilities Tenant entering into the applicable documents, the enforceability of the applicable documents and such other matters as may be required by Mortgagee; and

(G) Facilities Tenant will perform its obligations under this Facilities Lease for the Term.

ARTICLE XVIII. HAZARDOUS SUBSTANCES

18.1 Compliance With Environmental Requirements . Except for (i) Hazardous Materials contained in products used by Facilities Tenant for ordinary cleaning, landscaping, heating fuel and operations purposes at the Premises or in connection with any alteration, repair or rebuilding thereof after the Delivery Date, and (ii) Hazardous Materials contained in lumber, paints, solvents, building materials and other inventory items stored at the Premises from time to time, all of (i) and (ii) within limits established by and otherwise in material compliance with Environmental Laws (collectively, the "Permitted Hazardous Materials"), during the Term of this Facilities Lease Facilities Tenant shall not knowingly permit or cause any party to bring any Hazardous Materials upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Premises. In connection with the occupancy and use of the Premises during the Term, Facilities Tenant, at its sole cost and expense, shall operate, and shall cause the Facilities Tenant Group (as hereinafter defined) to operate, in the Premises in compliance with all Environmental Laws and shall promptly remediate any Hazardous Materials released on or from the Premises by the Facilities Tenant or any member of the Facilities Tenant Group in accordance with Environmental Laws. If the release of any Hazardous Material on the Premises occurs during the Term of this Facilities Lease with or without Facilities Landlord's consent, and such release results in any contamination, damage or injury to the Premises, the environment or human health, Facilities Tenant shall promptly take all actions at its sole expense as may be required by Environmental Laws; provided that Facilities Landlord's written approval shall first be obtained in cases where the Premises is to be physically altered such approval not to be unreasonably withheld, delayed or conditioned.

18.2 Definitions .

(A) "Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq., the Federal Insecticide,

Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; the Pollutant Discharge Prevention and Control Act (FLA. STAT. CH. 376.011, et seq.); the Florida Environmental Land and Water Management Act of 1972 (FLA. STAT. CH. 380.012, et seq.); the Florida Air and Water Pollution Control Act (FLA. STAT. CH. 403.011, et seq.); and the Florida Radiation Protection Act (FLA. STAT. CH. 404.011, et seq.); all as have been amended from time to time, and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(B) "Hazardous Material" shall include but shall not be limited to any substance, material, or waste that is now or hereafter regulated by any Environmental Laws or otherwise regulated by any federal, state, or local governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, mold, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous substances, materials, or wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

(C) "Environmental Claim" shall mean and include any demand, notice of violation, inquiry, cause of action, proceeding, or suit for damages (including reasonable attorneys', consultants', and experts' fees, costs or expenses), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, cost recovery, compensation, or contribution resulting from or in any way arising in connection with any Hazardous Material or any Environmental Law on the Premises (i) during the Term of this Facilities Lease or any period of Facilities Tenant's occupancy of the Premises, or (ii) as to any period of time prior to the Term, if arising out of an action of Facilities Tenant or any member of Facilities Tenant Group.

(D) "Facilities Tenant Group" means any or all of Facilities Tenant's authorized agents, employees, representatives, contractors, workmen, mechanics, suppliers, customers, guests, licensees, invitees, sublessees, sub-sublessees, assignees and all of their respective successors and assigns conducting activity on the Premises during the period from the Delivery Date to the end of the Term, and excludes Facilities Landlord and all contractors and vendors (and their surety companies and insurers) furnishing or performing any portion of Facilities Landlord's Work.

18.3 Storage and Use of Permitted Hazardous Materials . Any Permitted Hazardous Materials on the Premises will be generated, used, received, maintained, treated, stored or disposed in a manner consistent with good engineering practice and in compliance with all Environmental Laws.

(A) During the Term, Facilities Tenant shall promptly notify Facilities Landlord and Mortgagee in writing of any violation of Environmental Law and of any spill, release, discharge or disposal of any Hazardous Material or Hazardous Materials in, on or under the Premises which spill, release, discharge, or disposal is required to be reported to any governmental authority under any Environmental Law, to the same extent as such reporting is required to the governmental

authority. Facilities Tenant shall supply to Facilities Landlord and Mortgagee within five (5) business days after Facilities Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating to release of any Hazardous Materials, any Environmental Claims or any Environmental Laws resulting from Facilities Tenant's use of the Premises.

(B) At the expiration or earlier termination of this Facilities Lease, to the extent that the Ground Lease has not expired or terminated, Facilities Tenant, at its sole cost and expense, shall remove and dispose offsite any drums, containers, receptacles, structures, or tanks storing or containing Permitted Hazardous Materials or Hazardous Materials (or which have stored or contained Permitted Hazardous Materials or Hazardous Materials) and the contents thereof, to the extent brought onto the Premises by Facilities Tenant or Facilities Tenant Group. Such activities shall be performed in compliance with all Environmental Laws. Facilities Tenant's obligations in this Section 18.3(B) shall survive expiration or earlier termination of this Facilities Lease.

18.4 Notices . In furtherance and not in limitation of Section 18.3(B), Facilities Tenant shall promptly provide Facilities Landlord, with a copy to Mortgagee, with copies of all communications, permits, or agreements with any governmental authority or agency (federal, state, or local) or any private entity relating in any way to the violation or alleged violation of any Environmental Laws by Facilities Tenant or any member of Facilities Tenant Group, or which Facilities Tenant receives, affecting the Premises.

18.5 Indemnity . Facilities Tenant shall indemnify and hold Facilities Landlord harmless from any and all liability, claims, costs, expenses or damages in connection with activities prior to the Effective Date and after the Delivery Date, including but not limited to the following:

(A) any Hazardous Material which is or was actually generated, stored, treated, released, disposed of, or otherwise located on or at the Premises (regardless of the location at which such Hazardous Material is now or may in the future be located or disposed of) during the Term, including, but not limited to any and all (i) liabilities under any common law theory of tort, nuisance, strict liability, ultra-hazardous activity, negligence; (ii) obligations to take response, cleanup, or corrective action pursuant to any Environmental Laws; and (iii) the costs and expenses of investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing;

(B) any actual or alleged illness, disability, injury, or death of any person, in any manner arising out of or allegedly arising out of exposure to any Hazardous Material or other substances or conditions generated, stored, treated, released, disposed of, or located at the Premises by Facilities Tenant or a member of the Facilities Tenant Group at the Premises (including, but not limited to, ownership, operation, and disposal of any equipment which generates, creates, or uses electromagnetic files, x-rays, other forms of radiation and radioactive materials), regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself;

(C) any actual or alleged failure of Facilities Tenant or any member of the Facilities Tenant Group, at any time and from time to time, to comply with all applicable Environmental Laws or any permit issued thereunder with respect to activities at the Premises;

(D) any failure by Facilities Tenant to comply with any obligation under this ARTICLE XVIII;

(E) Facilities Tenant's failure to provide any information, make any submission, and take any step required by any relevant governmental authorities as to the Premises;

(F) the imposition of any lien for damages caused by, or the recovery of any costs for, the remediation or cleanup of any Hazardous Material generated, stored, treated, released, disposed of, or located at the Premises by Facilities Tenant or a member of the Facilities Tenant Group;

(G) costs of removal of any and all Hazardous Materials generated, stored, treated, released, disposed of, or located at the Premises by Facilities Tenant or a member of the Facilities Tenant Group, from all or any portion of the Premises;

(H) costs incurred to comply, in connection with all or any portion of the Premises, with all governmental requirements with respect to any Hazardous Material on, in, under or affecting the Premises, which were generated, stored, treated, released, disposed of, or located at the Premises by Facilities Tenant or a member of the Facilities Tenant Group;

(I) any spills, charges, leaks, escapes, releases, dumping, transportation, storage, treatment, or disposal of any Hazardous Material by Facilities Tenant or a member of the Facilities Tenant Group, but only to the extent that such Hazardous Material originated from or were or are located on the Premises by any person other than Facilities Landlord or any contractor performing any portion of Facilities Landlord's Work; and

(J) any Environmental Claim.

Notwithstanding anything to the contrary herein, Facilities Tenant shall have no liability of any kind as to Hazardous Materials on the Premises, including, without limitation, the migration or leaching of Hazardous Materials from outside the Premises onto or under the Premises, which is caused or permitted by Facilities Landlord or its agents, employees, contractors or invitees between the Effective Date and the Delivery Date.

The obligations of Facilities Tenant under this Section 18.5 shall survive any termination or expiration of this Facilities Lease.

18.6 No Representations by Facilities Landlord . Facilities Tenant acknowledges that, except as expressly provided in this Facilities Lease, as of the Effective Date, Facilities Landlord, in its capacity as landlord under this Facilities Lease, has made no representations, warranties or covenants to Facilities Tenant or Facilities Tenant Group regarding the condition of the Premises, its habitability or fitness for any particular purpose, value, profitability, marketability, merchantability or compliance governmental laws, ordinances or regulations, including, without limitation, Environmental Laws, or any warranty (express or implied). Facilities Tenant acknowledges that it has not relied, and is not relying, on any information, document or statement that may have been given on behalf of Facilities Landlord. Facilities Tenant may conduct its own independent investigation, inspection and evaluation of the Premises. Facilities Landlord is not obligated to investigate, alter, modify, remediate or improve the Premises, nor is Facilities

Landlord obligated to indemnify Facilities Tenant or Facilities Tenant Group in connection therewith, except as expressly provided for in this Facilities Lease.

18.7 Radon

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. WITHOUT LIMITING THE ENVIRONMENTAL OBLIGATIONS OF FACILITIES TENANT HEREUNDER, PURSUANT TO THE REQUIREMENTS OF FLORIDA LAW, AS APPLICABLE, FACILITIES LANDLORD NOTIFIES FACILITIES TENANT THAT RADON GAS MAY EXIST ON THE PREMISES IN SUFFICIENT QUANTITIES TO CAUSE HARMFUL HEALTH EFFECTS.

ARTICLE XIX. MEMORANDUM OF LEASE

This Facilities Lease may not be recorded without the express written consent of Facilities Landlord. At the request of either party, the parties shall execute a short form memorandum of this Facilities Lease substantially in the form attached hereto as Exhibit F and by this reference made a part hereof. Facilities Landlord shall record such short form Lease, and, after recording, deliver a copy of the recorded document to Facilities Tenant. The parties acknowledge that this Article XIX does not impose any restrictions or limitations on Facilities Tenant with respect to its compliance with applicable laws regarding public access to documents and records of Facilities Tenant.

ARTICLE XX. SURRENDER

Upon the expiration of the Term to the extent that the Ground Lease is not terminated or expired, Facilities Tenant shall surrender the Premises, together with alterations, additions and improvements then affixed to and a part thereof, in good order and condition, except for ordinary wear and tear.

ARTICLE XXI. ALTERATIONS

21.1 Alterations . Facilities Tenant shall have the right, at its sole cost, responsibility, and expense, to make at any time and from time to time, alterations to the First Phase Improvements (an "Alteration") without obtaining Facilities Landlord's consent, so long as same are in compliance with all Legal Requirements (as defined below) and Approvals (as defined below). Facilities Landlord shall, at no cost, liability or expense to Facilities Landlord, cooperate with Facilities Tenant and shall execute all instruments necessary or appropriate to obtain all Approvals (as defined in Section 21.2) to make such alterations and improvements from the applicable governmental authorities to satisfy the Legal Requirements. Notwithstanding anything in this Facilities Lease or elsewhere to the contrary, any and all improvements, alterations, changes, modifications, repairs and restoration of the First Phase Improvements and the Premises shall comply with all federal, state and local laws, regulations, statutes, ordinances, and other

governmental requirements, and all Permitted Encumbrances (collectively, hereinafter referred to as the "Legal Requirements"). Facilities Tenant shall be responsible for all actual, direct losses, costs or damages incurred by Facilities Landlord as a result of Facilities Tenant's failure to comply with the Legal Requirements from and after the Delivery Date that do not arise from, relate to or result from Facilities Landlord's Work and thereafter during the Term of this Facilities Lease. Notwithstanding anything herein to the contrary, but with exception for the exercise of Facilities Tenant's rights under Article X in respect of a Taking or in connection with Facilities Tenant's covenant to repair First Phase Improvements damaged or destroyed as set forth in Article IX, Facilities Tenant shall have no rights hereunder to construct additional improvements on the Land unless (i) no uncured Event of Default exists under this Facilities Lease, (ii) Facilities Tenant agrees to pay all cash for such additional improvements and provides Facilities Landlord and Mortgagee with reasonable proof of funds, (iii) Facilities Tenant fully indemnifies Facilities Landlord from and against any and all loss, cost, damage, liability or expense that Facilities Landlord may incur (including without limitation, attorney's fees) arising from or related to such construction, (iv) Facilities Tenant provides proof of insurance reasonably required by Facilities Landlord and Mortgagee which name Facilities Landlord and Mortgagee as additional insured parties, (v) such work is performed by a licensed general contractor who has provided a payment and performance bond and (vi) Mortgagee consents to such construction, which consent (x) will not be unreasonably withheld or delayed if such Alteration is non-structural in nature, will not adversely affect the value of the Premises or useful life of the First Phase Improvements or any Additional Phase Improvements or will not alter the utility of the Premises as an educational facility, or (y) may be granted or withheld in Mortgagee's sole and absolute discretion otherwise.

21.2 Approvals . Facilities Tenant shall obtain those approvals necessary to permit any construction of Alterations, from all governmental and quasi-governmental authorities with jurisdiction including, without limitation, pertaining to demolition, zoning, building, grading, curb cuts, building setbacks, signage, driveways and any turn lanes and traffic signalization, and other permits, approvals and variances as are needed (collectively, hereinafter referred to as the "Approvals").

21.3 Mechanic's Liens . Upon completing any Alteration and a request therefor, Facilities Tenant shall furnish Facilities Landlord with contractors' affidavits and full and final waivers of lien. All Alterations shall comply with all insurance requirements and with all ordinances and regulations of any pertinent governmental authority. All Alterations and additions shall be constructed in a good and workmanlike manner and only good grades of materials shall be used.

ARTICLE XXII. CONSTRUCTION PHASES UNDER THE COMPREHENSIVE AGREEMENT; ANTICIPATED AMENDMENTS

22.1 First Phase Improvements. The First Phase Improvements constitute a portion of the "ISHOF Improvements" that are contemplated to be constructed under the Comprehensive Agreement. Facilities Landlord and Facilities Tenant will use their collective best efforts to obtain all First Phase Approvals on or before July 15, 2025 (the "First Phase Approval Date"). The First Phase Approval Date may be extended only with the prior written consent of Facilities Landlord, Facilities Tenant and Mortgagee.

If Facilities Landlord and Facilities Tenant fail to receive all First Phase Approvals prior to the First Phase Approval Date, this Facilities Lease shall automatically terminate unless Mortgagee agrees in writing to an extension of the First Phase Approval Date. Upon any such termination, Facilities Tenant will pay the Lease Termination Payment to Mortgagee.

22.2 Additional Phase Improvements. Facilities Landlord and Facilities Tenant anticipate that the Additional Phase Improvements will be constructed in one or more phases and pursuant to one or more amendments to the Design-Build Agreement and corresponding amendments to this Facilities Lease, all as described in the Comprehensive Agreement. Facilities Landlord discloses to Facilities Tenant that although Mortgagee currently contemplates providing the funding for the Additional Phase Improvements, Mortgagee has not committed to funding any of the Additional Phase Improvements. Upon (i) Facilities Landlord entering into an amendment to this Facilities Lease and corresponding amendment to the Design-Build Agreement with Contractor to construct any of the Additional Phase Improvements, (ii) Mortgagee, in its sole discretion and subject to conditions established by Mortgagee, committing to fund the construction of the Additional Phase Improvements, and (iii) Facilities Landlord has received all required governmental approvals to commence vertical construction of the Additional Phase Improvements, which includes, without limitation, approval of the Design Review Committee of the City of Fort Lauderdale, Facilities Landlord and Facilities Tenant will amend this Facilities Lease to, among other matters, (a) increase the Base Rent by a date certain as determined solely by Mortgagee to account for the additional funding for the Additional Phase Improvements by Mortgagee, and (b) amend the Term to be a date that is thirty (30) years from the anticipated delivery date of the Additional Phase Improvements.

ARTICLE XXIII. MISCELLANEOUS

23.1 Severability. If any covenant, agreement or condition of this Facilities Lease or the application thereof to any person, firm or corporation or to any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Facilities Lease, or the application of such covenant, agreement or condition to persons, firms or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement or condition of this Facilities Lease shall be valid and enforceable to the fullest extent permitted by law.

23.2 Non-Waiver of Default. No acquiescence by either party to any default by the other party hereunder shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition, nor shall the acceptance of Base Rent by Facilities Landlord at any time constitute a waiver of any rights of Facilities Landlord.

23.3 Consents. Consent of Facilities Landlord is a writing signed by Mario Caprini or such other person designated by Facilities Landlord as its "Authorized Owner Representative" in a written instrument hereafter delivered to Facilities Tenant. Consent of Facilities Tenant is a writing signed by the City Manager of the City of Fort Lauderdale or such other person designated by Facilities Tenant as its Authorized Facilities Tenant Representative in a written instrument hereafter delivered to Facilities Landlord. Wherever consent or approval is required pursuant to the terms of this Facilities Lease, unless otherwise specified herein, such consent or approval shall not be unreasonably withheld, delayed or conditioned. Facilities Tenant shall pay all reasonable

and necessary out-of-pocket costs and expenses incurred by Facilities Landlord and/or Mortgagee in connection with obtaining any required consent from Facilities Landlord and/or Mortgagee.

23.4 Notice . All notices, consents, approvals to or demands upon or by Facilities Landlord or Facilities Tenant desired or required to be given under the provisions hereof, shall be in writing and shall be deemed properly given during business hours on a business day (i) on the date delivered, if delivered by hand, (ii) one day after the date such notice is deposited with a nationally recognized overnight delivery service; (iii) on the date when received with proof of receipt to the party to whose attention it is directed or when such party refuses to accept receipt, the date when sent, postage prepaid, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Facilities Landlord: Hall of Fame Partners, LLC
55 NE 5th Avenue
Suite 501
Boca Raton, Florida 33432
Attention: Manager

With a copy to: Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301
Attention: Jennifer Bales Drake, Esq.

If intended for Facilities Tenant: The City of Fort Lauderdale, Florida
100 N Andrews Ave,
Fort Lauderdale, FL 33301
Attn: City Manager

With a copy to: The City of Fort Lauderdale, Florida
100 N. Andrews Ave.
Fort Lauderdale, Florida 33301
Attn: City Attorney

or at such other address as may be specified from time to time in writing.

Additionally, a copy of all notices under this Facilities Lease should be sent to Mortgagee at the following address, or at such other address as Mortgagee may specify from time to time in writing:

MACQ - Florida II, LLC
1055 Thomas Jefferson St, NW
Suite L35
Washington, DC 20007
Attn: Jonathan Kling

With a copy to:

Wilmington Trust, National Association, as Trustee
of the ISHOF (Fort Lauderdale, FL) Lease-Backed
Pass-Through Trust
One Light Street, 14th Floor
Mail Code: MD2-L140
Baltimore, Maryland 21202
Attn: Corporate Trust Department

With a copy to:

Philip M. J. Edison, Esq.
Chapman and Cutler LLP
320 South Canal Street, Suite 2700
Chicago, Illinois 60606

23.5 Successors and Assigns . All covenants, promises, options, rights of first refusal, conditions, representations, and agreements herein contained shall run with the Land and shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

23.6 Time is of the Essence . The time of the performance of all of the covenants, conditions, and agreements of this Facilities Lease is of the essence.

23.7 Partial Invalidity . If any provision of this Facilities Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Facilities Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Facilities Lease shall be valid and enforced to the fullest extent permitted by law.

23.8 Interpretation . In interpreting this Facilities Lease in its entirety, the printed provisions of this Facilities Lease and any additions written or typed thereon shall be given equal weight, and there shall be no interference, by operation of law or otherwise, that any provision of this Facilities Lease shall be construed against either party hereto. This Facilities Lease is the result of arm's-length negotiations and has been a joint effort of the parties hereto and any ambiguity shall not be construed against any presumed drafting party.

23.9 Headings, Captions and References . The section captions contained in this Facilities Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Facilities Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

23.10 Business Days . In the event that any of the deadlines set forth in this Facilities Lease end or fall on a Saturday, Sunday or legal holiday in the State of Florida, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday in the State of Florida.

23.11 Brokerage Commissions . Other than Capital Group Realty of Florida, LLC (who will be paid by Facilities Landlord pursuant to a separate agreement), Facilities Landlord and Facilities Tenant each warrants and represents to the other that there are no brokers, finders fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Facilities Lease.

23.12 Governing Law/Venue . This Facilities Lease shall be construed under the laws of the State of Florida. In the event it is necessary for any party to initiate legal action regarding this Facilities Lease, venue for all claims shall be in Broward County, Florida

23.13 Relationship of Parties . Nothing herein shall be construed so as to constitute a joint venture or partnership between Facilities Landlord and Facilities Tenant.

23.14 Compliance . Facilities Landlord hereby assures that no person shall be excluded by Facilities Landlord from the Premises on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. Facilities Landlord, by its execution of this Facilities Lease, acknowledges and attests that it is not a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. Facilities Landlord further understands and accepts that any agreement to which Facilities Landlord is a party, other than the Design-Build Agreement, pursuant to which work or materials is provided by a State of Florida convicted vendor or a party included on the State of Florida's discriminatory vendor list, shall be either void or subject to immediate termination by Facilities Tenant, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. Facilities Tenant, in the event of such termination, shall not incur any liability to Facilities Landlord for any work or materials furnished.

23.15 Estoppel Certificates . Within ten (10) days after the request by Facilities Landlord, Facilities Tenant agrees to deliver to Facilities Landlord and to any Mortgagee (or potential Mortgagee), assignee or purchaser of Facilities Landlord's interest in the Premises an estoppel certificate, in form and substance reasonably satisfactory to Facilities Landlord, certifying that this Facilities Lease is unmodified and in full force and effect (or, if there have been modifications, whether same is in full force and effect as modified, and stating the modifications), that, to Facilities Tenant's reasonable knowledge and belief, there are no defenses or offsets thereto (or stating those claimed by Facilities Tenant), that there are no defaults by Facilities Tenant or, to the reasonable knowledge and belief of Facilities Tenant, on the part of Facilities Landlord (or, if such defaults exist, stating their nature) and such other matters as Facilities Landlord may reasonably request; provided, however, that no such estoppel certificate shall be deemed to amend or modify this Facilities Lease. Facilities Tenant may from time to time request Facilities Landlord to certify the date through which Facilities Tenant has paid the Base Rent, whether Facilities Landlord has delivered any written notice of default to Facilities Tenant, and that this Facilities Lease is unmodified and in full force and effect (or, if there have been modifications, whether same is in full force and effect as modified, and stating the modifications), which Facilities Landlord agrees to deliver to as reasonably requested by Facilities Tenant; provided, however, that no such estoppel certificate shall be deemed to amend or modify this Facilities Lease.

23.16 Entire Agreement . It is understood and agreed that all understandings and agreements heretofore had between the parties hereto regarding the subject matter of this Facilities Lease are merged in this Facilities Lease, the exhibits annexed hereto and the instruments and documents referred to herein, including, without limitation, the Design-Build Agreement, which alone fully and completely express their agreements, and that no party hereto is relying upon any statement or representation, not embodied in this Facilities Lease. Each party expressly acknowledges that, except as expressly provided in this Facilities Lease, the other party and the agents and representatives of the other party have not made, and the other party is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the transactions contemplated hereby.

23.17 No Merger . There shall be no merger of this Facilities Lease, or of the leasehold estate created by this Facilities Lease, with the fee estate or any other leasehold estate in the Premises by reason of the fact that this Facilities Lease, the leasehold estate created by this Facilities Lease, the Ground Lease, the leasehold estate created by the Ground Lease, or any interest in this Facilities Lease, the Ground Lease or in any such leasehold estates, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate or any other leasehold estate in the Premises or any interest in such fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises (including without limitation, Facilities Landlord's Mortgagee) and all persons having an interest in this Facilities Lease and the Ground Lease, or in the leasehold estate created by this Facilities Lease and the Ground Lease, shall join in a written instrument effecting such merger and shall duly record the same.

23.18 Financial Statements . As of the Effective Date, all of Facilities Tenant's audited financial statements, in accordance with Governmental Accounting Standards Board, are a matter of public record with the Florida Auditor General. Facilities Tenant shall allow public access to such records in accordance with the provisions of Chapter 119, Florida Statutes. In the event that Facilities Tenant's reporting standards change or Facilities Tenant asserts any exemptions to the requirements of Chapter 119 and related Statutes which would render such audited financial statements inaccessible to Facilities Landlord, and Facilities Tenant's financial statements are no longer publicly available, then Facilities Tenant shall at the written request of Facilities Landlord deliver to Facilities Landlord (a) within forty-five (45) days after the end of each fiscal quarter of Facilities Tenant, financial statements of Facilities Tenant for the fiscal quarter then ended prepared in accordance with generally accepted accounting principles of the United States, and (b) within one hundred twenty (120) days after the end of each fiscal year of Facilities Tenant, audited annual financial statements of Facilities Tenant for the fiscal year then ended, prepared in accordance with generally accepted accounting principles of the United States.

23.19 No Waiver of Sovereign Immunity . Nothing contained herein shall be construed or interpreted as: (1) denying to either party any defense available to such party under the laws of the State of Florida or the United States with respect to tort matters; (2) the consent of the State of Florida, the City of Fort Lauderdale, Florida, or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued for tort matters under Florida Statutes Section 768.28; or (3) a waiver of sovereign immunity of the State of Florida, the City of Fort Lauderdale, Florida, or the United States by any agency or political subdivision to which sovereign immunity may be applicable for tort matters or of any rights or limits to liability for tort matters existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This

Section 23.19 shall survive the termination of all performance or obligations under this Facilities Lease and shall be fully binding until such time as any proceeding brought on account of this Facilities Lease is barred by any applicable statute of limitations. Notwithstanding the foregoing, this Section 23.19 relates to tort matters only, and shall not be construed to limit, curtail or condition the rights, remedies or liabilities of any party hereto in any contract action based upon express written terms of any contract or agreement.

23.20 Counterparts . This Facilities Lease may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original.

23.21 Facilities Landlord's Consent . It is understood and agreed by Facilities Tenant that whenever Facilities Landlord's consent or approval is required, Facilities Landlord may, after requesting such consent or approval from Mortgagee, reasonably withhold such consent if Mortgagee's consent or approval is required under any applicable security documents. Mortgagee's consent or approval may be granted or withheld at Mortgagee's sole and absolute discretion except as expressly provided herein to the contrary.

ARTICLE XXIV. SOURCE OF FACILITIES TENANT'S FUNDS

24.1 Facilities Tenant Covenant to Budget and Appropriate . Facilities Tenant shall pay Rent hereunder from funds legally available to it. Facilities Tenant hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each fiscal year, by amendment if necessary, and to pay as Rent under this Facilities Lease, legally available revenues of Facilities Tenant in an amount which is equal to the Rent amount under this Facilities Lease for the applicable fiscal year, plus an amount sufficient to satisfy the other payment obligations of Facilities Tenant foreseeable for the applicable fiscal year. Such covenant and agreement on the part of Facilities Tenant to budget and appropriate sufficient amounts of legally available revenues shall be cumulative, and shall continue until such legally available non-ad valorem revenues in amounts sufficient to make all required payments hereunder as and when due, including any delinquent payment, shall have been budgeted, appropriated and actually paid into the appropriate funds and accounts, hereunder; provided, however, that such covenant shall not constitute a pledge or lien, either legal or equitable, on any of Facilities Tenant's legally available revenues or other revenues, nor shall it preclude Facilities Tenant from pledging in the future any of its legally available revenues or other revenues to Facilities Tenant's other obligations, nor shall it give Facilities Landlord (or any party claiming through Facilities Landlord) a prior claim on the legally available revenues. Anything herein to the contrary notwithstanding, Facilities Tenant's failure to have legally available funds to pay Rent hereunder as and when due (whether due to a lack of appropriations or otherwise) shall not affect, reduce, abate, diminish, abrogate or excuse Facilities Tenant from any of its obligations under this Facilities Lease, including (without limitation) its obligation to pay Rent in the full amount required hereunder as and when due and shall not affect, reduce, diminish or modify in any way Facilities Landlord's rights and remedies with respect to Events of Default hereunder (provided, that the source of funds for any damages due and owing from Facilities Tenant hereunder shall be limited to the funds legally available to Facilities Tenant).

ARTICLE XXV. INDEPENDENT OBLIGATION

FACILITIES TENANT ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF FACILITIES LANDLORD UNDER THIS FACILITIES LEASE ARE SEPARATE AND INDEPENDENT FROM ANY OTHER OBLIGATION THAT FACILITIES LANDLORD MAY NOW OR HEREAFTER OWE TO FACILITIES TENANT OR ANY OTHER PARTY UNDER ANY OTHER CONTRACT OR AGREEMENT, WHETHER ORAL OR IN WRITING (HEREIN THE "OTHER AGREEMENTS"). THE *OTHER AGREEMENTS* INCLUDE, WITHOUT LIMITATION, THE DOCUMENTS LISTED IN EXHIBIT G ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. IN NO EVENT WILL A DEFAULT BY FACILITIES LANDLORD UNDER ANY OF THE *OTHER AGREEMENTS* CONSTITUTE AN EVENT OF DEFAULT BY FACILITIES LANDLORD UNDER THIS FACILITIES LEASE OR GIVE RISE TO ANY REMEDY OR RIGHT BY FACILITIES TENANT UNDER THIS FACILITIES LEASE OR THE GROUND LEASE. THIS FACILITIES LEASE IS NON-TERMINABLE BY FACILITIES TENANT.

ARTICLE XXVI. CONSENT TO ASSIGNMENT AND MORTGAGE

Facilities Tenant acknowledges and consents to the following:

- (a) Facilities Landlord absolutely and unconditionally assigning all of its rights to receive Base Rent to Mortgagee. Upon such assignment, Facilities Tenant shall pay the Base Rent as directed by Mortgagee;
- (b) Mortgagee absolutely or collaterally assigning its rights to receive Base Rent under this Facilities Lease to secure the financing investment from a third party lender to Mortgagee;
- (c) Facilities Landlord guarantying to Mortgagee the performance of all obligations by Facilities Tenant under this Facilities Lease, including, without limitation, the payment of Base Rent;
- (d) Mortgagee receiving a mortgage from Facilities Landlord of Facilities Landlord's rights as "Ground Lessee" under the Ground Lease to secure the guaranty by Facilities Landlord that Facilities Tenant will perform all of its obligations under this Facilities Lease; and
- (e) Mortgagee collaterally assigning its rights under the mortgage from Facilities Landlord to secure the financing investment from a third party lender to Mortgagee.

[Signatures follow on next page]

EFFECTIVE as of the date first above written.

Witnesses:

Signature

Printed Name: Arianna Roman

Address: 220 SE 2nd St

Fort Lauderdale, FL 33301

Signature

Signature

Tanya Orana

Printed Name:

Address: 1 E Broward Blvd

Fort Lauderdale, FL
33301

FACILITIES LANDLORD:

HALL OF FAME PARTNERS LLC, a Florida limited liability company

By: Capital Group P3 Developments of Florida LLC, a Florida limited liability company, its Manager

By: Capital Group Ventures LLC, a Florida limited liability company, its Manager

By:

Name: Mario Caprini

Title: Manager

STATE OF FLORIDA

COUNTY OF BROWARD

) SS:

)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 3rd day of October 2024, by Mario Caprini, as Manager of Capital Group Ventures LLC, a Florida limited liability company, the Manager of Capital Group P3 Developments of Florida LLC, a Florida limited liability company, the Manager of Hall of Fame Partners LLC, a Florida limited liability company, who [] is personally known to me or ☒ has produced drivers license as identification.

{Notarial Seal}



Signature

NOTARY SEAL, State of Florida

Print Name: Arianna Roman

My Commission Expires: 01/11/25

My Commission Number: 128587

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Witnesses:

Signature

Printed Name:

Address: 1 E Broward Blvd.

Fort Lauderdale, FL

33301

Signature

Printed Name:

Address: 1 E Broward Blvd

Fort Lauderdale FL

33301

FACILITIES TENANT:

CITY OF FORT LAUDERDALE, FLORIDA

By:

Name: Susan Grant

Title: City Manager

Acting

Date of Execution: July 5, 2024

STATE OF FLORIDA

)

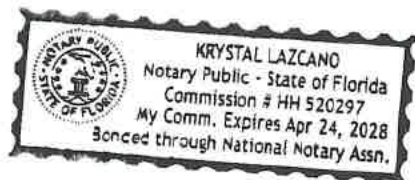
) SS:

COUNTY OF BROWARD

)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of July, 2024, by Susan Grant, as City Manager of City of Fort Lauderdale, Florida who ☐ is personally known to me or ☐ has produced _____ as identification.

{Notarial Seal}



Krystal Lazcano

NOTARY SEAL, State of Florida

Print Name: Krystal Lazcano

My Commission Expires: April 24, 2028

My Commission Number: HH520297

EXHIBIT A

LEGAL DESCRIPTION OF LAND

EXHIBIT "A"

A PORTION OF PARCEL "A", INTERNATIONAL SWIMMING HALL OF FAME COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST RIGHT OF WAY LINE OF SEABREEZE BOULEVARD (STATE ROAD A-1-A) THE FOLLOWING TWO (2) COURSES; (1) SOUTH $01^{\circ}39'43''$ EAST 192.47 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; (2) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1375.00 FEET; A CENTRAL ANGLE OF $04^{\circ}04'09''$, AND AN ARC DISTANCE OF 97.65 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES; (1) SOUTH $88^{\circ}23'17''$ WEST, 177.79 FEET; (2) SOUTH $88^{\circ}43'17''$ WEST, 501.09 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $90^{\circ}06'01''$ AND AN ARC DISTANCE OF 157.25 FEET TO A POINT OF TANGENCY; (2) NORTH $01^{\circ}10'42''$ WEST, 90.13 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; (3) NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $89^{\circ}54'43''$ AND AN ARC DISTANCE OF 156.93 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID PARCEL "A"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES; (1) NORTH $88^{\circ}44'01''$ EAST, 497.15 FEET; (2) NORTH $88^{\circ}23'18''$ EAST, 176.14 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH $01^{\circ}39'43''$ EAST ALONG THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST RIGHT OF WAY LINE OF SEABREEZE BOULEVARD (STATE ROAD A-1-A) 81.22 FEET; THENCE SOUTH $88^{\circ}20'17''$ WEST, 64.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $01^{\circ}30'40''$ EAST, 180.93 FEET; THENCE SOUTH $88^{\circ}55'57''$ WEST, 110.87 FEET; THENCE SOUTH $01^{\circ}16'41''$ EAST, 13.22 FEET; THENCE SOUTH $88^{\circ}45'52''$ WEST, 213.68 FEET; THENCE NORTH $01^{\circ}17'53''$ WEST, 86.56 FEET; THENCE NORTH $46^{\circ}13'17''$ WEST, 13.90 FEET; THENCE SOUTH $01^{\circ}13'09''$ EAST, 47.99 FEET; THENCE SOUTH $88^{\circ}50'44''$ WEST, 114.76 FEET; THENCE NORTH $01^{\circ}20'58''$ WEST, 104.24 FEET; THENCE SOUTH $88^{\circ}42'05''$ WEST, 22.16 FEET; THENCE NORTH $01^{\circ}06'01''$ WEST, 46.39 FEET TO A POINT HEREIN AFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH $88^{\circ}44'23''$ EAST, 372.33 FEET; THENCE SOUTH $01^{\circ}41'21''$ EAST, 5.97 FEET; THENCE NORTH $88^{\circ}29'26''$ EAST, 98.24 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH $01^{\circ}06'01''$ WEST, 9.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $01^{\circ}06'01''$ WEST, 60.52 FEET; THENCE NORTH $88^{\circ}39'05''$ EAST, 444.87 FEET; THENCE SOUTH $01^{\circ}36'42''$ EAST, 13.30 FEET; THENCE SOUTH $88^{\circ}23'18''$ WEST, 10.04 FEET; THENCE SOUTH $01^{\circ}36'42''$ EAST, 24.73 FEET; THENCE NORTH $88^{\circ}23'18''$ EAST, 10.04 FEET; THENCE SOUTH $01^{\circ}36'42''$ EAST, 22.02 FEET; THENCE SOUTH $88^{\circ}35'16''$ WEST, 357.17 FEET; THENCE SOUTH $88^{\circ}36'08''$ EAST, 88.24 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENT DESCRIBED IN THE INGRESS AND EGRESS EASEMENT FROM THE CITY OF FORT LAUDERDALE, A FLORIDA MUNICIPAL CORPORATION TO HALL OF FAME PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED AUGUST 16, 2024, SUBJECT TO THE TERMS AND PROVISIONS CONTAINED THEREIN, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A", INTERNATIONAL SWIMMING HALL OF FAME COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°23'18" WEST, ALONG THE NORTH LINE OF SAID PARCEL "A", 89.81 FEET; THENCE SOUTH 01°36'42" EAST, 4.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'42" EAST, 13.30 FEET; THENCE SOUTH 88°23'18" WEST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 24.73 FEET; THENCE NORTH 88°23'18" EAST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 22.02 FEET; THENCE SOUTH 88°35'16" WEST, 357.17 FEET; THENCE SOUTH 88°36'08" WEST, 88.24 FEET; THENCE NORTH 01°06'01" WEST, 60.52 FEET; THENCE NORTH 88°39'05" EAST, 444.87 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

EXHIBIT B

BASE RENT

During the Term, Base Rent shall be paid in the following amounts:

Lease Year (starting with the Rent Commencement Date)	Base Rent Per Month
1	\$239,463.81
2	\$246,647.72
3	\$254,047.15
4	\$261,668.57
5	\$269,518.63
6	\$277,604.19
7	\$285,932.31
8	\$294,510.28
9	\$303,345.59
10	\$312,445.96
11	\$321,819.33
12	\$331,473.91
13	\$341,418.13
14	\$351,660.68
15	\$362,210.50
16	\$373,076.81

17	\$384,269.12
18	\$395,797.19
19	\$407,671.11
20	\$419,901.24
21	\$432,498.28
22	\$445,473.22
23	\$458,837.42
24	\$472,602.54
25	\$486,780.62
26	\$501,384.04
27	\$516,425.56
28	\$531,918.33
29	\$547,875.88
30	\$564,312.15

EXHIBIT C

ISHOF MUSEUM SUBLEASE

SUB-LEASE AGREEMENT

THIS SUB-LEASE AGREEMENT (hereinafter "the Lease" or "Agreement"), made and entered into as of the date the last party signs this Sub-Lease Agreement (the "Effective Date") is by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 100 North Andrews Ave., Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or the "CITY" or "LANDLORD"),

AND

INTERNATIONAL SWIMMING HALL OF FAME, INC., a Florida not-for-profit corporation, whose principal address is 1 Hall of Fame Drive, Fort Lauderdale, FL 33316 (hereinafter "LESSEE" or "Tenant" or "ISHOF"), each of which may be referred to individually as "Party" or jointly as "Parties".

WHEREAS, LESSEE is a Florida Not for Profit corporation whose mission is to operate the International Swimming Hall of Fame Museum and Shrine; and

WHEREAS, LESSEE entered into a Lease dated August 21, 2018, with LESSOR which lease encumbers a portion of the Aquatic Center Peninsula as more particularly described in the Lease; and

WHEREAS, LESSOR finds that LESSEE's activities serve a significant public purpose and LESSOR wishes to encourage and assist the same; and

WHEREAS, Hall of Fame Partners, LLC ("HOFP"), a Florida limited liability company, submitted an unsolicited proposal to demolish the existing Hall of Fame Museum and Shrine and adjacent buildings and to construct an ocean rescue facility and to construct state of the art facilities to provide recreational, sporting and cultural facilities for the public at large on the Aquatic Center Peninsula which includes a new museum and welcome center for LESSEE (the "Project" or "Qualified Project"); and

WHEREAS, the City Commission finds that constructing recreational, sporting and cultural facilities for the public at large constitutes a public purpose; and

WHEREAS, on December 2021, the City and HOFP entered into an interim agreement in accordance with Section 255.065(6), Florida Statutes, for the purposes of authorizing HOFP to commence project planning and development, design, environmental analysis, and other activities concerning the Project, including the availability of financing; and

WHEREAS, on September 19, 2023, the City Commission approved a Comprehensive Agreement with HOFP, which provides in part, that HOFP will cause to be constructed a museum, welcome center, café and other amenities for the benefit of LESSEE; and

WHEREAS, the City Commission finds that the LESSEE's actions do not conflict with use by the public of any public land adjacent thereto; and

WHEREAS the City Commission adopted Resolution No. 23-260 on November 7, 2023,

pursuant to Section 8.13 of the City Charter declaring its intent to lease the Leased Premises for a term not to exceed thirty (30) years; and

WHEREAS, in accordance with Section 8.13 of the City Charter, a Public Hearing was held before the City Commission during a Regular Meeting of the City Commission held on December 19, 2023, for the purpose of permitting citizens and taxpayers the opportunity to review the proposed Lease and object to the execution, form or conditions of the proposed Lease; and

WHEREAS, by approval of the City Commission, the Mayor and the City Manager were authorized, empowered and directed to execute this Lease by adoption of Resolution No. 23-304, during a Public Hearing at its Regular Meeting on December 19, 2023.

WHEREAS, LESSEE is willing to terminate the existing Lease and enter into a new Lease with LESSOR, upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

ARTICLE 1 - LEASE OF LEASED PREMISES

1.1 **Lease.** The foregoing recitals are true and correct in all respects and are incorporated herein. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents and performance of all other terms and conditions of this Lease, the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term (hereinafter defined) subject to the terms and conditions set forth in this Lease. Upon execution of this Lease, the Ground Lease, the Comprehensive Agreement and the Master Facilities Lease Agreement (all as defined below), the existing Lease dated August 21, 2018, is hereby terminated and of no further force and effect and this Lease shall take effect and govern and control the agreement by and between LESSOR and LESSEE.

1.2 **Leased Premises.** LESSOR leases the Leased Premises to LESSEE and LESSEE rent from LESSOR the Leased Premises located at 501 Seabreeze Blvd., Broward County, FL 33316, and described as follows:

The Museum, Café, VIP Suites and Welcome Center located in the East or West Buildings of the Qualified Project, (as defined below), subject to the right, title and interest of HOFPP and LESSOR under the Ground Lease and Master Facilities Lease. Both Parties acknowledge and agree to amend this Lease to more specifically define and clarify those portions of the Qualified Project that are subject to the terms of this Lease, provided such descriptions comply with the intent of the parties to the Comprehensive Agreement.

Whenever used herein, the term "Leased Premises" or "Premises" shall not include the real estate and does not include the land and improvements known as the Aquatic Center Improvements as defined in the Comprehensive Agreement, the Ocean Rescue facilities, the public dock the dry land training facility, training pool, lockers and shall exclude any other improvements retained by LESSOR or HOFPP under the Comprehensive Agreement.

1.3 **Limitations on Grant of Possessory Interest.** The grant of possessory interest and rights hereunder by LESSOR to LESSEE is subject to the following:

1.3.1 Each and any condition, restriction, covenant, easement and/or limitation recorded against the Leased Premises, including, without limitation, the Dedication from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Official Records Book 2611, Page 314 of the Public Records of Broward County, Florida and any future easement or covenants, limitations or restrictions on the Leased Premises related to or reasonably necessary for development of the Qualified Project (as defined in the Comprehensive Agreement) provided such matters do not materially interfere with LESSEE's use and enjoyment of the Leased Premises.

1.3.2 Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America, State of Florida, Broward County or City of Fort Lauderdale, or any other governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions.

1.3.3 LESSEE's satisfactory performance of all the terms and conditions contained in this Lease: and

1.3.4 Underground and overhead utilities facilities, including, but not limited to, water, wastewater, storm water and electrical lines, telephone and telecommunications facilities lines and septic tank, if any.

1.3.5 The reservation of rights, prohibition on uses, parking rights, revenue sharing, right of first refusal, exclusive leasing rights, development rights and other obligations, benefits, privileges, terms and conditions set forth in the Comprehensive Agreement dated October 24, 2023 by and between LESSOR and Hall of Fame Partners, LLC (the "CA" or the "Comprehensive Agreement"), Ground Lease dated _____ by and between LESSOR and Hall of Fame Partners LLC (the "Ground Lease") and the Master Facilities Lease Agreement dated _____ by and between LESSOR and Hall of Fame Partners, LLC (the "Master Facilities Lease") and such other agreements related to the Project (collectively the "Agreements"). LESSEE shall comply with all the terms and conditions of the Agreements to the extent such terms and conditions requires the cooperation and compliance of LESSEE and failure to do so shall be an event of default under this Lease.

1.3.6 Rules and regulations that may be adopted by LESSOR and/or HOFPP, or its affiliates, regarding operation, management and use of the Qualified Project (as defined in the CA).

1.4 **Quiet Enjoyment.** LESSEE, while paying Rent (hereinafter defined) and Additional Rent (hereinafter defined) and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease and the Agreements.

1.5 **Contract Administrator.** The contract administrator for LESSOR under this Lease

shall be the City Manager of LESSOR (the "City Manager"), or his or her designee (the "Lessor Contract Administrator"). In the administration of this Lease, as contrasted with matters in this Lease where the LESSOR is required to act, LESSEE may rely upon instructions or determinations made by the City Manager or the Lessor Contract Administrator, as the case may be. The contract administrator for the LESSEE under this Lease shall be the Chief Executive Officer of LESSEE. (the "Lessee Contract Administrator").

1.6 **Condition of the Leased Premises.** The LESSEE stipulates and agrees that it is familiar with the condition of the Leased Premises and therefore accepts the Leased Premises in "AS IS" condition without any warranties in accordance with the terms of Section 6.1 of this Lease.

1.7 **Demolition of Existing Improvements.** The LESSEE acknowledges that the existing improvements have been demolished and consents and approves of the demolition of the existing improvements leased to LESSEE under the prior lease. In addition, LESSEE consents to construction of the Qualified Project and ISHOF Improvements on the Leased Premises (as defined in the 2018 Lease by and between the LESSOR and LESSEE). Construction of the East and West Building within the Qualified Project is a benefit to the LESSEE and adequate consideration for its consent.

ARTICLE 2 - USE OF PREMISES

2.1 **Permissible Uses.** LESSEE shall use the Leased Premises to operate a museum, welcome center, VIP suites, offices and cafe on the Leased Premises, which shall be open and available to the general public. Any other uses shall require the written consent of LESSOR, in its sole discretion. No operations, activities or uses shall violate or create a default under the Agreements. The Lessee shall operate the International Swimming Hall of Fame Museum and Welcome Center and ancillary spaces in cooperation and coordination with the LESSOR's parks and recreation department and shall install and maintain appropriate and sufficient exhibits in a first-class condition consistent with the prestige and purpose of museums which honors and pays tribute to the sport of swimming and its athletes.

2.1.1 **Sub-Subleases.** Any and all sub-subleases, licenses and/or concessions shall be subject to the terms and conditions of the Agreements and will require preapprovals from the LESSOR and the HOFP and all other parties designated in the Agreements. Prior to entering into a sub-sublease, license and/or concession, LESSEE shall present such agreement to the City Manager for approval which agreements shall reflect market rate rents, terms and conditions as determined by the City Manager and in accordance with the Agreements. The sub-sublease, license and/or concession shall include, among other terms and conditions, indemnity and insurance in favor of LESSOR, as approved by LESSOR in its sole discretion. The term of the sub-sublease, license or concession shall not exceed the term of this Lease. Each sub-sublease, license and/or concession shall incorporate the terms and conditions of this Lease and the Agreements. In its sole discretion, LESSOR shall have the right to be named as a third-party beneficiary under each sub-sublease, license, concession or other agreement granting a third-party rights to use or occupy the Leased Premises. LESSEE shall not refuse to enter into a sub-sublease, license or concession agreement that has been approved by the LESSOR and HOFP. Such refusal of an approved sub-sublease, license or concession shall be deemed an event of default.

2.2 **Compliance with Regulations of Public Bodies.** LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the applicable requirements relating to sanitation, fire hazard, zoning, historic designation regulations, environmental requirements (subject to Article 5 below) and other similar requirements designed to protect the public, worker and environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.

2.3 **Improvements.** After turnover of the Leased Premises to LESSOR as contemplated in the Agreements, LESSOR shall transfer portion of the ISHOF Improvements to LESSEE. Thereafter, LESSEE shall not construct any permanent improvements upon the Leased Premises without the City Manager's express written consent as set forth in this section of the Lease and without the approval of the parties designated in the Agreements. LESSEE shall not construct any subsequent improvements, nor perform any material alteration, modification or demolition of any improvements upon the Leased Premises without first securing from the City Manager and HOF, or its authorized agent, written approval indicating that the proposed construction, alteration, modification or demolition is acceptable, which approval shall not unreasonably withheld, delayed or conditioned. As a condition of acceptance, the City may impose reasonable conditions on LESSEE. Notwithstanding the foregoing LESSEE may make interior alterations that are not structural without the City's prior approval, so long as LESSEE obtains the required permit(s) from the City, in accordance with applicable codes and ordinances. *Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises either by or for LESSEE shall become the property of the LESSOR.* Nothing herein shall be construed as a waiver of the LESSOR's police or regulatory policy in issuing development approvals. Approvals by the LESSOR pursuant to this Lease shall be considered approvals in its proprietary capacity and not under its police or regulatory power.

2.4 **Liability for Personal Property.** All personal property placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries or damage to LESSEE or any of LESSEE's sub- tenants, licensees, concessionaires, agents, servants, employees, contractors, patrons, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of the person.

2.5 **ADA Compliance.** LESSEE shall have the continuing obligation of compliance at its sole cost and expense with the Americans With Disabilities Act, as the same may be amended from time to time, with respect to the Leased Premises.

ARTICLE 3 - TERM OF LEASE

3.1 **Term.** The term of this Lease commences on the Rent Commencement Date (hereinafter defined) and runs for a period of thirty (30) years thereafter (the "Term") unless this Lease is terminated prior to the expiration date pursuant to this Lease.

3.2 **Dates.**

3.1.1 **Effective Date.** The effective date of this Lease shall be the date that the last Party executes this Lease.

3.1.2 **Rent Commencement Date.** The Rent Commencement Date of this Lease is the earlier date the Lessee takes possession of the Leased Premises or the date that LESSOR notifies LESSOR that the Leased Premises are legally available for occupancy.

3.3 **Recordation of Memorandum of Lease.** A Memorandum of Lease, to be executed by both Parties contemporaneous with the Rent Commencement Date, shall be recorded by LESSEE, at LESSEE's expense, in the Public Records of Broward County, Florida.

3.4 **Representations and Warranties.** All steps, acts and conditions required by the organizational and other documents creating and binding on the LESSEE to be done as a condition precedent to the execution of this Lease have been done, and the LESSEE has full authority to enter into this Lease and the individual signing on behalf of LESSEE has been delegated the authority to enter into a binding agreement on behalf of the LESSEE.

3.5 **Agreement to Cooperate.** Both parties acknowledge that the terms of the Comprehensive Agreement contemplates construction of the East and West Buildings and other improvements within the Qualified Project (as defined in the Comprehensive Agreement). LESSEE will cooperate with LESSOR and the principals of HOFPP, its affiliates, agents and other parties with respect to entering into sub-sub lease, license or concession arrangements. The prospective tenants, rental rates and other material terms and conditions of the sub-sublease, license and/or concession are determined and selected by HOFPP and its affiliates. Further, as to completion of the improvements, naming rights, except for naming rights related to the museum and welcome center, tenant allowance, if any, ingress and egress to the building, parking needs, access to valet, if any, signage for the Museum and Welcome Center and other matters related to occupancy, operation, promotion, marketing management, maintenance and use of the Leased Premises, LESSEE and LESSOR agree to come to terms on such matters, in consultation with HOFPP and its affiliates and agents on or before the Rent Commencement Date and amend this Agreement at that time to memorialize the consents and agreement of the parties. In the event the East or West Buildings or both are not constructed, regardless of the reason, then LESSOR is and shall be released from any and all liability, duties, responsibilities or obligations to LESSEE and this Lease and any prior agreements shall be deemed terminated and of no further force or effect, except those matters of LESSEE which survive termination. It is anticipated that the Leased Premises shall be complete within five (5) years after the Commencement Date (as defined in the Comprehensive Agreement), subject to Force Majeure. Further, LESSEE acknowledges and agrees to comply with the Agreements including without limitation execution of the Subordination, Non-Disturbance and Attornment Agreement as set forth in Exhibit D of the Master Facilities Lease.

3.6 **Rent on Net Return Basis.** It is intended that the rent provided for in this Lease shall be a net return to LESSOR as provided herein, free of any expenses or charges with respect to the Leased Premises, including, without limitation, maintenance, security services, structural and non-structural repairs, replacement, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate this intention.

3.7 **Audit Rights.** The LESSOR shall have the right at all reasonable times to inspect the books and records of the LESSEE pertaining to the performance by it of its obligations under this Agreement. LESSOR shall have the right to audit the books, records, and accounts of LESSEE that are related to this Agreement. LESSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of LESSEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, LESSEE shall make same available at no cost to LESSOR in written form. LESSEE shall preserve and make available, at reasonable times for examination and audit by LESSOR in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by LESSOR to be applicable, LESSEE shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be deemed an event of default under this Agreement.

3.8 **Termination of Sub-Lease.** The LESSOR reserves the right to terminate this Lease prior to the Rent Commencement Date in the event all or a portion of the improvements of the Qualified Project (as defined in the CA) or ISHOF Improvements (as defined in the CA) are not completed as evidenced by a certificate of occupancy or other appropriate governmental approval or in the event all or a portion of the ISHOF Improvements are not completed. LESSOR shall provide written notice of the termination to LESSEE and such termination of this Lease and the 2018 Lease shall become effective upon the date specified in the notice. Thereafter, both parties shall be relieved released of any further liability under this Agreement except for those matters which survive termination. Alternatively, subject to compliance with the LESSOR's charter, the parties may agree to negotiate a new mutually acceptable lease. Such agreement to cooperate does not create an implied agreement or obligation of LESSOR to construct any improvements or to fund any improvements, it being the intent that LESSEE shall take possession of the Leased Premises in its then current condition and LESSEE waives any right to raise any claims for damages arising from the demolition of any buildings or improvements on the Leased Premises or any failure to construct the Qualified Project or ISHOF Improvements.

ARTICLE 4 - RENT AND ADDITIONAL PAYMENTS

4.1 **Amount and Payment of Rent.** As rent for the Leased Premises, LESSEE shall pay to LESSOR the monthly rent as agreed upon by the parties prior to the Rent Commencement Date commencing with the Rent Commencement Date and continuing each and every successive month thereafter through the balance of the Term (the "Rent"). Rent shall be payable at the election of the LESSOR by wire, ACH draft or other electronic transfer method set forth in the Master Facilities Lease. It is anticipated that the rent will increase as each phase of the Qualified Project is completed. If LESSEE fails to pay its rent on the due date, then LESSEE shall pay any and all related late charges or penalties paid by LESSOR under the Master Facilities Lease.

4.1.1. **Rent.** Subject to the revenue sharing arrangement in the Agreements, Lessee shall be obligated to pay monthly rent starting on the Rent Commencement Date and on each

and every successive calendar month thereafter and during and throughout the Term of this Lease as follows:

4.1.1.1 Leased Based Revenue (as defined in the CA); and

4.1.1.2 Non-Leased Based Revenue (as defined in the CA) less the Excluded Revenue as defined in the CA and in Section 4.1.2 of this Lease; and

4.1.1.3 Reimbursement of construction costs during the term of the Lease starting on the Rent Commencement Date and payable in 360 monthly payments over the Lease Term for LESSEE museum buildout, office buildout and VIP Suites Buildout, the actual cost of which cannot be determined until the improvements are constructed, final construction budgets are approved, and actual costs are verified by LESSOR.

4.1.1.4 Prior to the Rent Commencement Date, the parties shall amend this Lease to establish the amount of the Leased Based Revenue, Non-Leased Based Revenue, Reimbursement for Construction Costs and all other rents owed under the Comprehensive Agreement by LESSEE to LESSOR (collectively, the "Rent"). Further, all Rent shall be subject to an annual year-over-year increase of three percent (3%).

The obligation of LESSEE to make payments of Rent and Additional Rent on the dates due is absolute and unconditional and is not subject to any set-off, credit, adjustment, abatement, defense, counterclaim or recoupment for any reason.

4.1.2 **Excluded Revenue.** Both parties acknowledge that the following revenue referred to as the ISHOF Excluded Revenue in the CA is excluded from rent owed to LESSOR:

1. LESSEE'S museum ticket and shop sales.
2. Revenues generated by the VIP suites located within LESSEE leased space.
3. Revenues generated by VIP seat sales as to VIP seats located within LESSEE leased space.
4. Facility Sponsorships during Events and Shows in the Aquatic Center Improvements held by LESSEE, subject to the superior rights of HOFPP and Facilities Manager to the Aquatic Center Improvements (as more particularly described in Section 3.08(f) of the Comprehensive Agreement). For purposes hereof, it is understood and agreed that Facility sponsorships shall include fundraising events which are held by LESSEE from time to time.
5. Entertainment Venues for LESSEE as to Entertainment Venues located within LESSEE leased space.
6. Subject to the rights of HOFPP, naming Rights within the respective LESSEE leased space areas in the East or West Buildings.

7. Flow Rider revenues, if LESSEE elects to sub-sublease the Flow Rider from LESSOR.

8. Grants or donations which support the public mission of LESSEE.

4.2 **Sales Tax, Fees, Special Assessments, etc.** Beginning on the Rent Commencement Date, all costs, expenses, sales or use taxes, or taxes of any nature or kind, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the real property or improvements constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, it being the intent of the parties that, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term. Should any such tax rate change under the Florida sales tax statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes.

4.3 **Additional Rent Payments.** Exclusive of Rent due under Section 4.1 and all sums due under Section 4.2 hereof, all other payments that LESSEE is obligated to make under this Lease shall be considered "Additional Rent" regardless of whether the payments are so designated. All Additional Rent payments are due and payable within thirty (30) days after rendition of a statement, therefore.

4.4 **Utility or Service Charges.** Beginning on the Rent Commencement Date, LESSEE agrees to pay all utility service charges including, but not limited to gas, electricity, telephone, telecommunications, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises. If any of these charges remain unpaid after they become due, LESSOR may exercise its remedies as set forth in Article 11. LESSOR shall not be liable to LESSEE for damage nor otherwise because of LESSEE's failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises that are supplied by parties. No such failure, interruption or curtailment may constitute a constructive or partial eviction.

4.5 **Governmental Charges or Services.** Beginning on the Rent Commencement Date and subject to the provisions of Section 4.7, LESSEE must pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon that arise during the term of the Lease. Nothing shall preclude LESSEE from seeking an exemption from ad valorem and other taxes due to its status as a tax-exempt organization under Internal Revenue Code Section 501c (3). LESSEE shall pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

4.5.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees.

4.5.2 All such charges, whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon.

4.5.3 All such charges that arise from, become payable from or with respect

to, or become a lien on any of the following:

- (a) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon.
- (b) Any appurtenance to the Leased Premises.
- (c) The rent and income received by the LESSEE from any sub subtenant, licensee or concessionaire.
- (d) Any use or occupation of the Leased Premises.
- (e) Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises.
- (f) Sales or use tax arising from LESSEE's operations; or
- (g) Any taxes or charges applicable to the Rent or Additional Rent paid under this Lease.

4.6 **Payments and Receipts.** Upon LESSOR's written request, LESSEE shall deliver to LESSOR official receipts that show payment of all charges required under this Article and contained in LESSOR's written request. These receipts must be delivered to the place where the Rent payments are to be made. The LESSEE shall pay every tax or other charge required to be made under this Article before the charge or tax becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by LESSEE in accordance with Section 4.7 of this Lease.

4.7 **LESSEE'S Challenge of Tax.** So long as LESSOR is not in default under the Agreements, LESSEE may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Lease, provided LESSEE complies with terms and conditions of this Section and the Agreements. LESSEE must give LESSOR and all parties designated under the Agreements written notice of LESSEE's intention to contest and LESSEE must also furnish LESSOR with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash must be in an amount equal to the 125% of the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. LESSEE must give written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.

4.8 **LESSOR'S Remedy for LESSEE'S Nonpayment.** If LESSEE fails, refuses, or neglects to pay any taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 4.7 of this Lease, the LESSOR may pay them. On LESSOR's demand, LESSEE shall reimburse LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of six (6%) per cent per annum from the date LESSOR paid such outstanding taxes, fees, assessments or other governmental charges, up to but not exceeding the maximum rate of interest allowable under Florida law. On the day LESSOR demands repayment or reimbursement from LESSEE, LESSOR is entitled to collect or enforce these payments in the same manner as a payment of Rent. The LESSOR's election to pay the taxes, fees, assessments or other governmental charges does not waive LESSEE's default.

ARTICLE 5 - HAZARDOUS SUBSTANCES

5.1 **Definitions.** For the purpose of administering this Article, the following terms shall have the meaning as set forth below:

(a) **"Environmental Agency"** means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) **"Hazardous Substances"** means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations.

(c) **"Hazardous Substances Laws"** means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.

(d) **"Petroleum Products"** as defined by Florida Administrative Code Sec. 62-761.200 are any liquid fuel commodities made from petroleum including, but not limited to, diesel fuel, kerosene, gasoline, and fuels that contain mixtures of gasoline and other products.

(e) **"Products"** is defined in Sec. 377.19 (11), Florida Statutes, as same may be amended from time to time, as any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, untracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casinghead gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

(f) The term "property damage" as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and/or of any third parties caused by or resulting from LESSEE's breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE pursuant to directives from an Environmental Agency.

5.2 **LESSOR'S Consent Required.** Beginning on the Rent Commencement Date and continuing throughout the Term, no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE first obtains written consent from the City Manager and the necessary parties designated in the Agreements (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws).

5.3 **Compliance with Hazardous Substances Laws.** Beginning on the Rent Commencement Date and continuing throughout the Term and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees acting within the course and scope of their duties, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.

5.4 **Hazardous Substances Handling.**

5.4.1 LESSEE covenants that beginning on the Rent Commencement Date and continuing throughout the Term hereof, any Hazardous Substance brought upon the Leased Premises by any person whomsoever, shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. LESSEE covenants that any and all Hazardous Substances removed from the Leased Premises shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Substances and wastes and only in accordance with Hazardous Substances Laws and consistent with all conditions of any and all permits, licenses and other Environmental Agency approvals required for such removal and transportation.

5.4.2 Upon expiration of the Term or earlier termination of this Lease, LESSEE shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Rent Commencement Date by any person whomsoever, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR and other parties required to receive notices in the Agreements of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

5.5 **Notices.**

5.5.1 If at any time LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws), LESSEE

shall promptly upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR, as provided herein and any other party required to receive notice under the Agreements.

5.5.2 In addition, LESSEE shall promptly notify LESSOR and other parties required to receive notice under the Agreements in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

5.5.3 LESSEE shall also supply to LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6 **Environmental Liabilities.** Any Hazardous Substances discovered on, under or within the Leased Premises that are in violation of the Hazardous Substances Laws, shall be the absolute responsibility of the LESSEE and LESSEE shall indemnify LESSOR pursuant to Section 5.7 and LESSEE shall be the "Indemnitor" and LESSOR shall be the "Indemnatee" as the terms are defined therein.

5.7 **Hazardous Substances Indemnification.**

5.7.1 Except for matters reflected in the Environmental Report (as defined in the Comprehensive Agreement), Indemnitor agrees to and shall indemnify, defend and hold Indemnatee harmless of and from any and all claims, demands, fines, penalties, causes of action, administrative proceedings liabilities, damages, losses, costs and expenses, which are asserted against the Indemnatee for bodily injury, disease, sickness, death, property damage (including the loss of use therefrom), damage or injury to the environment or natural resources, or some or all of the foregoing, and which relate, refer, or pertain to:

- (a) the existence of Hazardous Substances on, under, or over the Leased Premises, or
- (b) Hazardous Substances being released into the air, water, groundwater, or onto the ground in connection with the use of or operations on the Leased Premises, or
- (c) gaseous emissions (excluding methane, radon, and other naturally occurring gases) from the Leased Premises, or
- (d) the use, generation, or storage of Hazardous Substances on the Leased Premises, or
- (e) the disposal of Hazardous Substances, or
- (f) some or all of the foregoing.

5.7.2 Indemnitor shall further indemnify, defend and hold Indemnitee harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Term, including, without limitation the following when required by Hazardous Substances Laws or by governmental entities and agencies that enforce Hazardous Substances Laws (herein "Environmental Agencies"):

- (a) all required or necessary inspections, investigations, applications, permits, plans, licenses, consent orders, and the like; and,
- (b) all cleaning, detoxification, remediation, cleanup and disposal; and
- (c) all tests, audit, monitoring, and reporting; and
- (d) all fees, costs, assessments, fines and penalties charged by Environmental Agencies.

5.7.3 Indemnitor further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any agent, licensee, subtenant, sub subtenant, vendor, employee or volunteer, invitee, guest of Indemnitor, regardless of whether Indemnitor has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.

5.7.4 Indemnitor agrees that the foregoing obligations to indemnify, defend and hold Indemnitee harmless, effective pursuant to this section, extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease is effective on the Rent Commencement Date and shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.

5.7.5 Indemnitee reserves the right to select counsel of its own choosing, subject to Indemnitor approval, which shall not be unreasonably, withheld, conditioned or delayed, in the event Indemnitor is called upon to defend Indemnitee pursuant to this indemnity.

5.8 Environmental Testing.

5.8.1 Beginning after the Rent Commencement Date and continuing throughout the Term, LESSOR, HOF, Facilities Manager, or their agents, may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("LESSOR'S Tests") to determine the presence and/or extent of contamination by Hazardous Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:

- (a) An Environmental Agency shall have issued a notice of violation with respect to the Hazardous Substances on, within, above, about or under the Leased Premises; or
- (b) LESSOR has probable cause to believe that LESSEE has violated

Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.

5.8.2 **LESSOR'S Tests shall be at the sole cost and expense of LESSEE.** The cost and expenses of LESSOR'S Tests shall not be included in the scope of any indemnification set forth in this Article, unless the LESSOR's Tests reveal the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the environmental engineering firm licensed to perform such work in the State of Florida (the "Permitted Firm").

5.9 **Environmental Procedure; Consent to Assignment.**

5.9.1 Any provisions herein to the contrary notwithstanding, LESSEE shall, at its own cost and expense, furnish to LESSOR a Phase I Environmental Assessment and/or Phase II Environmental Assessment of the Leased Premises, by a Permitted Firm. The foregoing is referred to hereinafter as the "Environmental Procedure."

5.9.2 The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises.

5.9.3 If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, sub-lease, license or concession, until security is posted with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

ARTICLE 6 - CONDITION OF PREMISES

6.1 **LESSEE'S Acceptance and Maintenance of Leased Premises.**

6.1.1 **"AS IS" Condition.** LESSEE acknowledges that prior to the Rent Commencement Date hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises and all improvements thereon, and that LESSEE is leasing the Leased Premises in its "AS IS" condition. LESSEE acknowledges that the LESSOR has made no other representations or warranties as to the condition or status of the Leased Premises, or the workmanship of the construction of the Qualified Project or ISHOF Improvements and that LESSEE is not relying on any representations or warranties of the LESSOR or any broker(s) or agent of LESSOR in leasing the Leased Premises. LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect

to:

- (a) The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology.
- (b) The suitability of the Leased Premises for any and all activities and uses which LESSEE, its sub-subtenants, licensees or concessionaires, may conduct thereon.
- (c) The compliance of or by the Leased Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body.
- (d) The habitability, merchantability or fitness for a particular purpose of the Leased Premises.
- (e) The workmanship or quality of construction of the Qualified Project.
- (f) Any other matter with respect to the Leased Premises.

Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.

6.1.2 **Maintenance.** At its expense, LESSEE shall maintain the Leased Premises and any new improvements constructed by LESSEE in a good state of repair and in a condition consistent with the Permissible Uses set forth in Section 2.1 hereof. LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, the fixtures and equipment that LESSEE brings, constructs or placed on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises and all the improvements located thereon as often as is necessary to keep these items in a good state of repair. It is anticipated that LESSEE shall coordinate all maintenance activities with the Facilities Manager (as defined in the Comprehensive Agreement). With respect to the Leased Premises, it is the intent of LESSOR that LESSEE shall comply with the maintenance obligations under the Master Facilities Lease.

6.2 **Condition at End of Term.** At the earlier of the expiration of the Term or termination of this Lease, LESSEE and its sub-sublessees, licensees and/or concessionaires shall quit the Leased Premises and surrender it and all improvements, including all existing or to be constructed improvements thereon, including without limitation, all permanently affixed fixtures, to LESSOR, normal wear and tear excepted.

ARTICLE 7 - LIENS

7.1 **Liens against the Leased Premises.** LESSEE shall have no power or authority to

incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR or HOFPP in and to the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's or HOFPP right, title or interest in and to the Leased Premises. All persons contracting with the LESSEE or furnishing materials, labor or services to said LESSEE, or to its agents or servants, as well as all other persons shall be bound by this provision of this Lease and the Agreements. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR or HOFPP, so as to confer upon a laborer bestowing labor upon or within the Leased Premises or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the LESSOR's or HOFPP right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes of the "non-liability" of the LESSOR or HOFPP.

ARTICLE 8 - ENTRY AND INSPECTION OF PREMISES

8.1 **LESSOR'S Inspection and Entry Rights.** LESSOR, or any agent thereof, HOFPP, Facilities Manager, upon reasonable notice, shall be entitled to enter the Leased Premises during any reasonable business hours for any of the following reasons:

8.1.1 To examine the Leased Premises; or

8.1.2 To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is in need of maintenance or repair and LESSEE fails to take appropriate curative actions; or

8.1.3 To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease or the Agreements after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of this Lease and LESSEE has failed to take appropriate curative actions. Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.

8.2 **Annual Inspections.** Notwithstanding the foregoing, LESSOR may conduct annual inspections of the Leased Premises at LESSOR'S sole cost and expense, upon three (3) days prior written notice to LESSEE. Said inspection shall take place during normal business hours at a reasonable time mutually agreed to between the parties.

8.3 **Liability for Entry.** LESSEE, nor any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under LESSEE, or any invitees thereof shall have any claim or cause of action against LESSOR because of LESSOR's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or grossly negligent conduct of LESSOR, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 9 - INSURANCE AND INDEMNIFICATION

9.1 Indemnity.

9.1.1 LESSEE shall protect, defend, indemnify and hold harmless the LESSOR, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease and the Agreements, conditions contained therein, the location, construction, repair, maintenance, use or occupancy of the Leased Premises or improvements located thereon, or the breach or default by LESSEE of any covenant or provision of this Lease or the Agreements, any acts or omissions of LESSEE which causes an event of default by LESSOR under the Agreements except for any occurrence arising out of or resulting from LESSOR's breach of this Lease or the gross negligence or intentional acts of the LESSOR, its officers, agents and employees acting within the course and scope of their employment. This indemnity shall survive termination of this Lease and is not limited by insurance coverage.

9.1.2 Without limiting the foregoing any and all such claims, suits, causes of action relating to personal injury, death, damage to property or defects in construction completed by Lessee or its sub-subtenants or assignees, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of the City's Charter or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, except for any occurrence arising out of or resulting from LESSOR'S breach of this Lease, or gross negligence or intentional acts of LESSOR, or its officers, agents and employees acting within the course and scope of their employment ("Claims"), is included in the indemnity.

9.1.3 LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the LESSOR, LESSEE shall assume and defend not only itself but also the LESSOR in connection with any such Claims and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that LESSOR, exercisable by LESSOR's City Manager or Risk Manager (the "Risk Manager") shall retain the right to select counsel of its own choosing, subject to the LESSEE'S approval which shall not be unreasonably withheld, conditioned or delayed.

9.2 LESSOR'S Liability. In no event shall LESSOR's liability for any breach of this Lease exceed the actual damages incurred by LESSEE as a direct and proximate result of that breach. Actual damages shall not include LESSEE's office or administrative overhead, loss of efficiency, consequential, indirect, special, exemplary or punitive damages. Further, LESSOR shall not be liable, either vicariously or directly, in the event HOFPP, its agents, lenders, contractors, or employees or the Facilities Manager, its agents, lenders, contractors or employees violate any term, provision or condition under this Lease, it being the intent that LESSEE shall seek remedy directly against either HOFPP or the Facilities Manager. In particular, LESSOR shall have no liability to LESSEE in the event HOFPP or its agents in the exercise of its rights under the Comprehensive

Agreement names a portion of the Leased Premises or permits a use of the Leased Premises that is in bad taste, offensive or an embarrassment to the image of LESSEE. . This provision is not intended to be a measure or agreed amount of LESSOR'S liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of LESSOR hereunder except only as a maximum amount not to be exceeded in any event. Furthermore, no property, whether real or personal, including the Leased Premises or other assets of LESSOR shall be subject to levy, execution or other enforcement procedure for the satisfaction of LESSEE's remedies under or with respect to this Lease and LESSOR shall not be liable for any deficiency.

9.3 **Insurance.** During the term of this Lease and during any renewal or extension term of this Agreement, the LESSEE, at the LESSEE's sole expense, shall provide insurance of such types and with such terms and limits as noted below. These insurance provisions and the insurance requirements of the Agreements shall be incorporated in all sub-subleases, licenses and concession agreements. Providing proof of and maintaining adequate insurance coverage are material obligations of LESSEE. LESSEE shall provide LESSOR a Certificate of Insurance evidencing such coverage. LESSEE's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Lessee shall not be interpreted as limiting LESSEE's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by LESSOR's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of LESSOR, and these coverages, limits, and endorsements may not be relied upon by LESSEE for assessing the extent or determining appropriate types and limits of coverage to protect LESSEE against any loss exposure, whether as a result of this Lease or otherwise. The requirements contained herein, as well as LESSOR's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under this Lease.

The following insurance policies and coverages are required:

Property Coverage and Business Interruption Insurance.

Coverage must be afforded in an amount not less than 100% of the current value of the Leased Premises after the improvements are complete, net of the value of the underlying land, with a deductible of no more than \$25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause.
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Lessor.

The deductibles set forth above notwithstanding, the following deductibles are approved by the Lessor:

- a maximum deductible of \$50,000 for Earth Movement; and
- a maximum deductible of 5% of the Replacement Cost of the property for Named Windstorm.

This policy shall insure the interests of the Lessor and Lessee in the Leased Premises against all risk of physical loss and damage, and name the Lessor as a loss payee, to extent of the value of the premises after the Improvements are complete.

LESSEE will maintain business interruption insurance in an amount sufficient to cover not less

than twenty-four (24) months of rent owed hereunder.

All rights of subrogation shall be waived against LESSOR under the property coverage policy.

LESSEE shall, at LESSEE's own expense, take all reasonable precautions to protect the Leased Premises from damage or destruction.

9.3.1 **Collection of Insurance.** In the event of destruction of or damage to any of the Leased Premises or the buildings, other structures and improvements covered by insurance, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by LESSOR, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances, rules, regulations, ordinances and charter of LESSOR. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to LESSOR.

9.3.2 **Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$_____ each occurrence and \$_____ aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

Policy must include coverage for Contractual Liability and Independent Contractors.

9.3.3 LESSOR and LESSOR'S officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to LESSOR or LESSOR'S officers, employees, and volunteers.

9.4 **Business Automobile Liability**

9.4.1 Coverage must be afforded for owned, hired, scheduled and non-owned vehicles for bodily injury and property damage in an amount not less than \$1,000,000 combined single limit for each accident.

9.4.2 IF LESSEE does not own vehicles, LESSEE shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

9.5 **Workers' Compensation and Employer's Liability**

9.5.1 Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of LESSOR must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by LESSOR's Risk Manager, if they are in accordance with Florida Statute.

9.5.2 LESSEE waives, and LESSEE shall ensure that LESSEE's insurance carrier waives all subrogation rights against LESSOR and LESSOR's officers, employees, and volunteers for all losses or damages. LESSOR requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

9.5.3 Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

9.6 **Insurance Certificate Requirements**

- a. LESSEE shall provide LESSOR with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Lease.
- b. LESSEE shall provide to LESSOR a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LESSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Lease term goes beyond the expiration date of the insurance policy, LESSEE shall provide LESSOR with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. LESSOR reserves the right to suspend the Lease until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract date or prior date.
- f. LESSOR shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. LESSOR shall be granted a Waiver of Subrogation on LESSEE's Workers' Compensation insurance policy.
- h. The title of this Lease, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
101 NW 3rd Avenue
Fort Lauderdale, FL 33301
Attn: Risk Manager

9.6.1 LESSEE has the sole responsibility for the payment of all insurance premiums

and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding LESSOR as an Additional Insured shall be at LESSEE's expense.

9.6.2 If LESSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, LESSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

9.6.3 LESSEE's insurance coverage shall be primary insurance as applied to LESSOR and LESSOR's officers, employees, and volunteers. Any insurance or self-insurance maintained by LESSOR covering LESSOR, LESSOR's officers, employees, or volunteers shall be non-contributory.

9.6.4 Any exclusion or provision in the insurance maintained by LESSEE that excludes coverage for work contemplated in this Lease shall be unacceptable and shall be considered breach of contract.

9.6.5 All required insurance policies must be maintained until the contract work has been accepted by LESSOR, or until this Lease is terminated, whichever is later. Any lapse in coverage shall be considered a default under this Lease. In addition, LESSEE must provide to LESSOR confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Lease. LESSOR reserves the right to review, at any time, coverage forms and limits of LESSEE's insurance policies.

9.6.6 LESSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Lease to LESSEE's insurance company or companies and LESSOR's Risk Management office, as soon as practical.

9.6.7 It is LESSEE's responsibility to ensure that any and all of LESSEE's independent contractors and subcontractors comply with these insurance requirements. All coverage for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LESSEE.

9.6.8 Prior to commencement of construction activities, LESSEE (or any subtenant, sublessee or other party in possession of all or a portion of the Premises) shall provide evidence of, "All Risk" Completed Value Form, Builder's Risk insurance coverage ("Builder's Risk coverage"). The Builder's Risk coverage shall remain in force at least until substantial completion of the improvements by LESSEE, as evidenced by a final Certificate of Occupancy or Completion, at which time LESSEE shall procure property insurance so that there is continuous coverage in force and effect with no lapse in protection. Upon expiration or termination of the Builder's Risk coverage, LESSEE shall provide evidence of property insurance together with fire and extended coverage for the full value of the improvements including coverage for wind. Coverage shall be effective no later than the date of expiration of the builder's risk policy and shall remain in force thereafter throughout the Term of this Lease.

(a) Prior to the commencement of construction LESSEE shall require LESSEE's contractors and any subcontractors to provide the minimum insurance designated in this Lease and to include LESSOR as an additional insured on any general liability and excess liability policies.

(b) If the Leased Premises is located in a federally designated flood plain, a flood insurance policy acceptable to LESSOR shall also be delivered to LESSOR, providing coverage in the entirety of the Term for the maximum amount reasonably necessary to insure against the risk of loss from damage to the Leased Premises and improvements located thereon caused by a flood.

(c) LESSEE agrees to cooperate with LESSOR in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to LESSOR in connection with this Lease.

(d) LESSOR's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements from time-to-time, including, but not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or any changes in the improvements, including changes in the scope of work or specifications affecting the applicability of coverage.

9.7 Performance and Payment Bond: To the extent LESSEE seeks to construct improvements and to the extent required by LESSOR, at its election, LESSEE shall obtain from its general contractor a Performance Bond and a separate Payment Bond in favor of LESSOR and LESSEE and other parties designed by LESSOR, in accordance with the requirements of this Section.

9.7.1 The Performance Bond and Payment Bond shall be in the amount of One Hundred percent (100%) of the price of the construction contract for any proposed improvements, guaranteeing the parties the agreed upon performance and completion of the work covered in such contract, as well as full and complete payment of all suppliers, material persons, laborers, or subcontractors employed by the general contractor to perform work with respect to the proposed improvements. The Performance Bond and Payment Bond shall be executed by a surety company satisfying the requirements of this section.

9.7.2 The Performance Bond and Payment Bond shall remain in force for one (1) year after final completion of the construction work, with liability equal to One Hundred Percent (100%) of the construction contract price. LESSEE or any sub subtenant, licensee or concessionaire as applicable, shall require and ensure that its general contractor maintain the Performance Bond and Payment Bond throughout the course of the construction phase of the work, and for one (1) year following the final completion and acceptance by LESSOR of the construction work for the proposed improvements.

9.7.3 The Performance Bond and Payment Bond must be executed by a surety company of recognized standing that is authorized to do business in the State as a surety, has a resident agent in the State, and has been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current Certificate of

Authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the required bonding amount exceeds the underwriting limitation set forth in such circular, in order to qualify as a satisfactory surety, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide the parties with evidence satisfactory to each party, that such excess risk has been protected in an acceptable manner.

9.7.4 The Performance Bond and Payment Bond shall be unconditional, must contain dual obligee riders in favor of LESSOR and LESSEE, and comply with the provisions of Section 713.23 or Section 255.05, Florida Statutes.

9.7.5 LESSEE, at LESSEE's sole cost, shall record the executed Payment and Performance Bond as an exhibit to the Notice of Commencement in the official public records of Broward County, Florida. LESSEE shall provide LESSOR with a copy of the recorded Notice of Commencement prior to commencement of construction.

9.7.6 To the extent the insurance requirements under this Lease conflicts with the insurance requirements of the Master Facilities Lease, at LESSOR's election, LESSOR may elect to impose the insurance requirements of the Master Facilities Lease and thereafter, LESSEE shall comply with the insurance requirements in the Master Facilities Lease.

ARTICLE 10 - ASSIGNMENTS

10.1 Assignment.

10.1.1 LESSEE shall not assign its leasehold interest nor sub-sublet, license or grant any concession for the use of the Leased Premises to another person or entity without obtaining the prior written consent of the City Commission of the City, in its reasonable discretion. If required by the Agreements, LESSEE shall obtain the consent of HOFPP, and other parties designated in the Agreements. Any interest of a sub-subtenant, assignee, licensee, concessionaire or party in possession shall be subject to the terms and conditions of this Lease and the Agreements, such that the failure of the interested party to comply with and abide by the terms of this Lease and the Agreements shall be deemed a default under this Lease.

10.1.2 LESSEE shall, by written notice, advise LESSOR of its desire from and after a stated date (which shall not be less than sixty (60) days) to assign, sub-sublet, license or grant a concession to all or a portion of its interest under this Lease for any part of the Term hereof. LESSEE shall supply LESSOR and HOFPP with such information, financial statements, verifications and related materials as LESSOR or HOFPP may reasonably request or desire to evaluate the written request to such a transfer; and in such event LESSOR shall have the right, in its reasonable discretion, to be exercised by giving written notice to LESSEE within sixty (60) days after receipt of LESSEE's notice and all of the aforesaid materials to either refuse or consent to such a transfer. Said notice by LESSEE shall state the name and address of the proposed party.

10.1.3 As a condition to LESSOR's prior written consent of the proposed transfer of interest, sub-sublease, license or concession, the proposed party shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease and the Agreements, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such sub-sublease, assignment or license or concessionaire agreement and an agreement of said compliance by each sub-subtenant, assignee, licensee or other party in possession.

10.2 **Continued Liability of LESSEE.** LESSOR'S consent to any license, assignment, encumbrance, subletting, occupation, or other transfer shall not release LESSEE from any of LESSEE's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any license, assignment, encumbrance, subletting, occupation, or other transfer of this Lease that does not comply with the provisions of this Section or the Agreements shall be void.

10.3 **Sale of Business or Assets.** LESSEE hereby represents that as a non-profit entity, it has not issued shares or stock in LESSEE to an individual or another entity. LESSEE agrees not to sell, assign, transfer, convey, pledge, hypothecate or alienate 1) its company to another party, 2) all or substantially all of its assets or 3) its interests in any affiliate or subsidiary, including, without limitation, ISHOF Peninsula LLC without the written consent of the LESSOR, which consent may be granted or denied in its sole discretion. Violation of this condition shall be deemed an event of default and LESSOR shall have the right to terminate this Lease at its election.

ARTICLE 11 - LESSOR'S REMEDIES

11.1 **Events of Default.** The occurrence of any one or more of the following shall constitute an Event of Default by LESSEE under this Lease: (i) LESSEE's failure to pay any sum due hereunder within ten (10) days after the same shall become due; (ii) LESSEE's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease or the Agreements on LESSEE's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City or such reasonable time to cure as mutually agreed to by both parties; (iii) LESSEE's vacating or abandoning the Premises; (iv) LESSEE's failure to materially comply with the terms of the Agreements; v) LESSEE's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding or (vi) LESSEE makes a misrepresentation or omission of a material fact. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give LESSEE notice that City intends to terminate this Lease upon a specified date not less than ten (10) days after the date notice is received by LESSEE, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the ten (10) day period and the City is so notified, this Lease will continue.

11.2 **Accord and Satisfaction.** If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept

any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.

11.3 **Remedies in Event of Default.** If LESSEE abandons or vacates the Leased Premises before the end of the Term, if LESSEE is in arrears in Rent or Additional Rent, LESSEE commits an event of default under the Agreements or LESSEE commits an event of default under Section 11.1 referenced above and payments and applicable cure periods have expired, LESSOR may cancel or terminate this Lease, subject to the notice and opportunity to cure provisions set forth in the Section above and LESSEE's right, title and interest in the Leased Premises shall terminate as of the date set forth in the notice. In addition, LESSOR may partially or fully accelerate the Rent which would become due through the end of the Term and demand immediate payment in full. LESSOR may enforce the provisions of this Lease and protect the rights of LESSOR by a suit or suits in equity or at law for the performance of any covenant or agreement herein, or any other appropriate legal or equitable remedy, including without limitation, injunctive relief, recovery of all moneys due or to become due from LESSEE under any of the provisions of this Lease or the Agreements, specific performance and any other damages incurred by LESSOR arising from LESSOR's default under this Lease.

11.4 **Cancellation of Lease.** On cancellation or termination of this Lease, LESSOR shall be entitled to peaceably enter the Leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency.

11.5 **Dispossession on Default; Notice and Opportunity to Cure.**

11.5.1 If LESSEE defaults in the performance of any covenant, term, or condition of this Lease or Agreements, LESSOR may give LESSEE written notice of that default, as provided in Section 12.2. If LESSEE fails to cure a default in payment of Rent or Additional Rent within ten (10) days after notice is given, LESSOR may terminate this Lease. For defaults other than nonpayment of Rent or Additional Rent, LESSEE shall cure such default within thirty (30) days after notice is given or within such greater period of time as specified in the notice.

11.5.2 If the default (other than for nonpayment of Rent or Additional Rent) is of such a nature that it cannot be reasonably cured within time specified, LESSOR may terminate this Lease only if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default within thirty (30) days after written notice is given. Thereafter, termination of this Lease may occur only after LESSOR gives not less than ten (10) days' advance written notice to LESSEE and such default remains uncured. On the date specified in the notice, the Term will end, and LESSEE shall quit and surrender the Leased Premises to LESSOR, except that LESSEE will remain liable as provided under this Lease. If LESSEE has committed an event of default under the Agreements, then the notice and opportunity to cure provisions under the Agreements shall control.

11.5.3 On termination of this Lease, LESSOR may peaceably reenter the Leased Premises without notice to dispossessed LESSEE, any legal representative of LESSEE or any other occupant of the Leased Premises. LESSOR may retain possession through summary proceedings or otherwise and LESSOR shall then hold the Leased Premises as if this Lease has not been made.

11.6 **Damages on Default.** If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:

11.6.1 LESSOR shall be entitled to Rent or Additional Rent through the end of the term of the Lease will become due immediately , plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor and materials related to removal of unfinished structures or reconstruction of existing facilities on the Leased Premises, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-letting, if LESSOR elects to re-let, plus interest on Rent and Additional Rent when due at the rate of six (6%) percent per annum.

11.6.2 LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

11.6.3 LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-letting, LESSOR may alter, repair, replace, landscape, remove any unfinished structures or decorate any part of the Leased Premises in any reasonable way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, removal of unfinished structures, replacement, landscape or decoration will not release LESSEE from liability under this Lease.

11.6.4 LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.

11.6.5 The obligations of LESSOR under this Lease do not constitute personal obligations of the public officials, charter officers, employees or agents of LESSOR, and LESSOR will not seek recourse against the public officials, charter officers, employees or agents of LESSOR or any of their personal assets for such satisfaction. LESSOR shall not be liable for consequential, special, punitive, indirect or exemplary damages to LESSEE.

11.7 **Insolvency or Bankruptcy.** Subject to the provisions hereof respecting severability, should LESSEE at any time during the Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the

benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, such action shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

11.7.1 All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above and shall include all costs and reasonable attorneys' fees expended by LESSOR to the date of curing the default.

11.7.2 All obligations of the LESSEE must be performed in accordance with the terms of this Lease and Agreements. If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Lease or Agreements, or fails to cure any pre-filing default, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

11.8 **Condemnation.** Upon a condemnation, any awards are subject to the terms of the Agreements, it being acknowledged that Facilities Landlord holds all right, title and interest in the ISHOF Improvements.

11.9 **Holding Over.** LESSEE will, at the termination of this Lease by lapse of time or otherwise yield immediate possession of the Leased Premises. Without limiting LESSOR's rights and remedies set forth in this Lease, in the event of holding over by LESSEE after the expiration of the Lease Term or other termination of this Lease, or in the event LESSEE continues to occupy the Leased Premises after the termination of LESSEE's right of possession or occupancy of the Leased Premises subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but LESSEE shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to double the Rent paid the year immediately preceding the holdover period for the Leased Premises. No holding over by LESSEE or payments of money by LESSEE to LESSOR after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent LESSOR from recovery of immediate possession of the Premises by summary proceedings or otherwise.

11.10 **Cumulative Remedies.** LESSOR's remedies contained in the Lease are in addition to the right of a Landlord under Florida Statutes governing non-residential Landlord-Tenant relationships and to all other remedies available to a landlord at law or in equity.

11.11 **Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Tenant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725,

Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Tenant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

ARTICLE 12 - MISCELLANEOUS

12.1 **Requirement for Notice.** LESSEE shall give LESSOR, HOFB and the Facilities Manager prompt written notice of any accidents on, in, over, within, under and above the Leased Premises in which damage to property or injury to a person occurs. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Lease, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand-delivery, overnight delivery by a nationally recognized service such as Federal Express, or by email to the addresses set forth below, or at such other address or addresses and to such other person or firm as LESSOR or LESSEE may from time to time designate by notice as herein provided. All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder: (a) upon receipt, if hand-delivered or (b) the next day if by overnight delivery.

To: Lessee

To: Lessor

City Manager
City of Fort Lauderdale
101 NE Third Avenue,
Fort Lauderdale, FL 33301

With a Copy to:
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
Fort Lauderdale, FL 33301

To:

Hensel Phelps Services LLC
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, FL 33316

To: HOFP
c/o Capital Group P3
Development of Florida LLC
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432
Attn: Mario Caprini

12.2 **Time Is of The Essence.** Time is of the essence as to the performance of all terms and conditions under this Lease.

12.3 **LESSOR'S Cumulative Rights.** LESSOR's rights under this Lease are cumulative, and LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate or forfeit any of these rights.

12.4 **Modifications, Releases and Discharges.** No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.5 **Time.** In computing any period of time expressed in day(s) in this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

12.6 **Captions.** The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.7 **Survival.** All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term hereof.

12.8 **Delays beyond control of Lessor or Lessee.** Whenever a period of time is herein prescribed for action to be taken by LESSOR or LESSEE, LESSOR or LESSEE shall not be liable or responsible for and there shall be excluded from the computation for any such period of time, any delays due to causes which are beyond the control of LESSOR or LESSEE. Financial inability to perform or lack of funding shall not be deemed a cause beyond the control of LESSEE.

12.9 **Assignment, Pledge, Security Interest.** LESSEE may not, without LESSOR's prior written consent, grant a mortgage or other security interest, in its leasehold interest in the Leased Premises. Any grant by LESSEE of a mortgage or security interest in its leasehold interest by LESSEE without LESSOR'S prior written consent will be null and void. Nothing herein shall be construed as a right to encumber or subordinate the interest of the LESSOR in the Leased Premises, of which encumbrance or subordination is prohibited.

12.10 **Interpretation of Lease; Severability.** This Lease shall be construed in accordance

with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the fullest extent permitted by law. Each covenant, term, condition, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease, unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12.11 **Successors**. This Lease shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

12.12 **No Waiver of Sovereign Immunity**. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including LESSOR, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

12.13 **No Third-Party Beneficiaries**. Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease. None of the parties intend to directly or substantially benefit a third party by this Lease. The parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by Lessor to be sued by third parties in any manner arising out of any Lease.

12.14 **Non-Discrimination**. LESSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12.15 **Records**. Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

12.15.1 LESSEE and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with construction and/or maintenance of the Leased Premises shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(b) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law and as to LESSEE for the duration of the Lease and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(d) Upon completion of said construction at the Leased Premises, transfer, at no cost, to CITY all public records in possession of LESSEE or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the construction on the Leased Premises, LESSEE and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE or Contractor keeps and maintains public records upon completion of any construction on the Leased Premises, LESSEE and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

(e) If LESSEE or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to LESSEE or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

12.16 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.17 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease has been their joint effort.

12.18 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

12.19 **Governing Law.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.20 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, pandemics, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LESSEE be deemed Force Majeure.

12.21 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.23 **Loss of Non-Profit Status.** LESSEE is a tax-exempt organization as recognized by the Internal Revenue Service. If LESSEE's non-profit status is revoked by the IRS due to LESSEE's actions (as opposed to changes in the law governing non-profits), such revocation shall constitute an event of default under this Lease and LESSOR shall be entitled to exercise any and all remedies available under this Lease, including, termination of this Lease.

12.24 **Broker.** Each party hereby represents and warrants to the other, that it has neither contacted nor entered into an agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, or taken any action that would result in any real estate broker's, finders, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated by this Lease. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting to the other party from a breach of the representation made by the indemnifying party in this Section.

12.25 **Public Entity Crime.** As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Commencement Date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

12.26 **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

12.27. **Board of Directors.** During the term of this Lease, LESSOR shall have the right to appoint one voting member, with full rights, powers and privileges, to the Board of Directors of the LESSEE and LESSEE shall amend its charter documents, if necessary to authorize this power of appointment.

12.28 **Florida Foreign Entities Act.** Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. LESSEE represents that neither it nor, to the best of LESSEE's knowledge, after due inquiry, any of LESSEE's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. LESSEE further represents and warrants that it, to the best of LESSEE's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Sublease with the Florida Foreign Entities Act, and LESSEE has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. LESSEE shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. LESSEE shall notify LESSOR immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this section. LESSOR shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this section. LESSEE acknowledges that LESSOR will rely upon the foregoing representations and warranties to establish LESSEE's compliance with the Florida Foreign Entities Act.

12.29 **Dispute Resolution.** If a dispute arises with respect to this Lease, the parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them demanding mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement the parties may use a nonbinding form of dispute resolution other than mediation.

12.30 **Estoppel Certificate.** LESSEE shall from time to time, within thirty (30) days after request by LESSOR or HOFPP, execute, acknowledge, and deliver to LESSOR a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), the dates to which Rent and other charges have been paid, whether or not LESSOR is in default hereunder, whether LESSEE has any claims or demands against LESSOR (and, if so, the default, claim, and/or demand shall be specified) and any other information that may be required by LESSOR, any prospective purchaser, ground lessor or mortgagee of the Leased Premises and such statement may be delivered by LESSOR to any prospective purchaser, ground lessor or mortgagee of the Leased Premises and may be relied upon by such prospective purchaser, ground lessor or mortgagee.

12.31 **Cross Default.** Contemporaneously with execution of this Lease, LESSOR and ISHOF Peninsula LLC ("LESSEE's Affiliate"), which as represented by LESSEE is a wholly owned subsidiary of LESSEE, have entered into a similar sublease. A default under the sublease with LESSEE's Affiliate shall be deemed a default under this Lease and a default under this Lease shall be deemed a default under the LESSEE's Affiliate sub lease, in which event LESSOR shall be entitled to

exercise any and all remedies provided by law, including without limitation the right to pursue damages and/or the right to pursue equitable remedies such as an injunction or specific performance.

[Signature Pages to Follow]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

WITNESSES:

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____
Dean J. Trantalis, Mayor

[Witness print or type name]

Date: _____

By: _____
Susan Grant, Acting City Manager

[Witness print or type name]

Date: _____

ATTEST:

(CORPORATE SEAL)

David R. Soloman, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Thomas J. Anshro, City Attorney

Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public Signature

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number

WITNESSES:

[Signature]
LINDA CARROLL
[Witness print or type name]

[Signature]
JAMES CARROLL
[Witness print or type name]

INTERNATIONAL SWIMMING HALL
OF FAME, INC., a Florida not-for-profit
corporation

By: [Signature]
William Kent, Chairman

Attest: [Signature]
Mike Dooley, Secretary

Date: 5/18/2024

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of MAY, 2024, by William Kent, Chairman and Mike Dooley, Secretary of INTERNATIONAL SWIMMING HALL OF FAME, INC., a Florida not-for-profit corporation, on behalf of said company. He/She/They is/are personally known to me or produced (Insert Proof of Identification) _____ as identification and did / did not take an oath.

[Signature]
Notary Public Signature
(SEAL)
Denise Wilmet Bernard
Name of Notary Typed, Printed or Stamped



Denise Wilmet Bernard
Notary Public
State of Florida
Comm# HH096194
Expires 2/22/2025

My Commission Expires: 2/22/25

Commission Number HH096194

EXHIBIT C-1

ISHOF AFFILIATE SUBLEASE

SUB-LEASE AGREEMENT
ISHOF PENINSULA LLC

THIS SUB-LEASE AGREEMENT (hereinafter the "Lease" or "Agreement"), made and entered into as of the date the last party signs this Sub-Lease Agreement (the "Effective Date") is by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, whose address is 100 North Andrews Ave., Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or the "CITY" or "LANDLORD"),

AND

ISHOF PENINSULA LLC, a Florida limited liability company whose principal address is 1 Hall of Fame Drive, Fort Lauderdale, FL 33316 (hereinafter "LESSEE" or "Tenant" or "ISHOF"), each of which may be referred to individually as "Party" or jointly as "Parties".

WHEREAS, INTERNATIONAL SWIMMING HALL OF FAME, INC. is a Florida Not for Profit corporation (the "Parent Company") whose mission is to operate the International Swimming Hall of Fame Museum and Shrine; and

WHEREAS, LESSEE is a wholly owned subsidiary of the International Swimming Hall of Fame, Inc. and will maintain and operate a portion of the state of the art facilities on the Aquatic Center Peninsula which facilities will provide recreational, sporting and cultural facilities for the public at large ; and

WHEREAS, LESSOR finds that LESSEE's activities serve a significant public purpose and LESSOR wishes to encourage and assist the same; and

WHEREAS, Hall of Fame Partners, LLC ("HOFP"), a Florida limited liability company, submitted an unsolicited proposal to demolish the existing Hall of Fame Museum and Shrine and adjacent buildings and to construct an ocean rescue facility and to construct state of the art facilities to provide recreational, sporting and cultural facilities for the public at large on the Aquatic Center Peninsula (the "Project" or "Qualified Project"); and

WHEREAS, the City Commission finds that constructing recreational, sporting and cultural facilities for the public at large constitutes a public purpose; and

WHEREAS, on December 21, 2021, the City and HOFP entered into an interim agreement in accordance with Section 255.065(6), Florida Statutes, for the purposes of authorizing HOFP to commence project planning and development, design, environmental analysis, and other activities concerning the Project, including the availability of financing; and

WHEREAS, on September 19, 2023, the City Commission approved a Comprehensive Agreement with HOFP, which provides in part, that HOFP will cause to be constructed recreational, cultural and sporting facilities for the benefit of LESSEE; and

WHEREAS, the City Commission finds that the LESSEE's actions do not conflict with use by the public of any public land adjacent thereto; and

WHEREAS the City Commission adopted Resolution No. 23-298 on December 19, 2023, pursuant to Section 8.13 of the City Charter declaring its intent to lease the Leased Premises for a term not to exceed thirty (30) years; and

WHEREAS, in accordance with Section 8.13 of the City Charter, a Public Hearing was held before the City Commission during a Regular Meeting of the City Commission held on January 23, 2024, for the purpose of permitting citizens and taxpayers the opportunity to review the proposed Lease and object to the execution, form or conditions of the proposed Lease; and

WHEREAS, by approval of the City Commission, the Mayor and the City Manager were authorized, empowered and directed to execute this Lease by adoption of Resolution No. 24-_____, during a Public Hearing at its Regular Meeting on January 23, 2024; and

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

ARTICLE 1 - LEASE OF LEASED PREMISES

1.1 **Lease.** The foregoing recitals are true and correct in all respects and are incorporated herein. On the terms and conditions set forth in this Lease, and in consideration of the LESSEE's periodic payment of rents and performance of all other terms and conditions of this Lease, the LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR and LESSOR grants LESSEE a possessory interest in and to the Leased Premises described below for the Term (hereinafter defined) subject to the terms and conditions set forth in this Lease.

1.2 **Leased Premises.** LESSOR leases the Leased Premises to LESSEE and LESSEE rent from LESSOR the Leased Premises located at 501 Seabreeze Blvd., Broward County, FL 33316, and described as follows:

All other portions of the Qualified Project less and except the Museum, Café, VIP Suites, Welcome Center and any other portions leased to the Parent Company all as located in the East or West Buildings of the Qualified Project, (as defined below) and less and except the areas described below, subject to the right, title and interest of HOFPP and LESSOR under the Ground Lease and Master Facilities Lease. Both Parties acknowledge and agree to amend this Lease to more specifically define and clarify those portions of the Qualified Project that are subject to the terms of this Lease, provided such descriptions comply with the intent of the parties to the Comprehensive Agreement.

Whenever used herein, the term "Leased Premises" or "Premises" shall not include the real estate and does not include the land and improvements known as the Aquatic Center Improvements as defined in the Comprehensive Agreement, the Ocean Rescue facilities, the public dock the dry land training facility, training pool, lockers and shall exclude any other improvements, rights to concessions or other privileges retained by LESSOR or HOFPP under the Comprehensive Agreement.

1.3 **Limitations on Grant of Possessory Interest.** The grant of possessory interest and rights hereunder by LESSOR to LESSEE is subject to the following:

1.3.1 Each and any condition, restriction, covenant, easement and/or limitation recorded against the Leased Premises, including, without limitation, the Dedication from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Official Records Book 2611, Page 314 of the Public Records of Broward County, Florida and any future easement or covenants, limitations or restrictions on the Leased Premises related to or reasonably necessary for development of the Qualified Project (as defined in the Comprehensive Agreement) provided such matters do not materially interfere with LESSEE's use and enjoyment of the Leased Premises.

1.3.2 Existing or future land planning, land use or zoning laws, building codes, ordinances, statutes or regulations of any governmental entity or agency for the United States of America, State of Florida, Broward County or City of Fort Lauderdale, or any other governmental agency having jurisdiction over the Leased Premises and with legal authority to impose such restrictions.

1.3.3 LESSEE's satisfactory performance of all the terms and conditions contained in this Lease: and

1.3.4 Underground and overhead utilities facilities, including, but not limited to, water, wastewater, storm water and electrical lines, telephone and telecommunications facilities lines and septic tank, if any.

1.3.5 The reservation of rights, including the right to host (either directly or indirectly through concessionaires and/or other licensed third parties) events, shows and entertainment utilizing such of the improvements of the Leased Premises as is contemplated by and permissible under the CA (defined herein), prohibition on uses, parking, operation and management rights, revenue sharing, right of first refusal, exclusive leasing rights, development rights and other obligations, benefits, privileges, terms and conditions set forth in the Comprehensive Agreement dated September 1, 2023, by and between LESSOR and Hall of Fame Partners, LLC (the "CA" or the "Comprehensive Agreement"), Ground Lease by and between LESSOR and Hall of Fame Partners LLC as defined and provided for in the Comprehensive Agreement (the "Ground Lease") and the Master Facilities Lease Agreement by and between LESSOR and Hall of Fame Partners LLC as defined and provided for in the Comprehensive Agreement (the "Master Facilities Lease") and such other agreements related to the Project (collectively the "Agreements"). LESSEE shall comply with all the terms and conditions of the Agreements to the extent such terms and conditions requires the cooperation and compliance of LESSEE and failure to do so shall be an event of default under this Lease.

1.3.6 Rules and regulations that may be adopted by LESSOR and/or HOFPP, or its affiliates, regarding operation, management and use of the Qualified Project (as defined in the CA).

1.4 **Quiet Enjoyment.** LESSEE, while paying Rent (hereinafter defined) and Additional Rent (hereinafter defined) and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from LESSOR subject to the terms and provisions of this Lease and the Agreements.

1.5 **Contract Administrator.** The contract administrator for LESSOR under this Lease shall be the City Manager of LESSOR (the "City Manager"), or his or her designee (the "Lessor Contract Administrator"). In the administration of this Lease, as contrasted with matters in this Lease where the LESSOR is required to act, LESSEE may rely upon instructions or determinations made by the City Manager or the Lessor Contract Administrator, as the case may be. The contract administrator for the LESSEE under this Lease shall be the Chief Executive Officer of LESSEE. (the "Lessee Contract Administrator").

1.6 **Condition of the Leased Premises.** The LESSEE stipulates and agrees that it is familiar with the condition of the Leased Premises and therefore accepts the Leased Premises in "AS IS" condition without any warranties in accordance with the terms of Section 6.1 of this Lease.

1.7 **Demolition of Existing Improvements.** The LESSEE acknowledges that the existing improvements have been demolished and consents and approves of the demolition of the existing improvements leased to LESSEE under the prior lease. In addition, LESSEE consents to construction of the Qualified Project and ISHOF Improvements on the Leased Premises (as defined in the 2018 Lease by and between the LESSOR and LESSEE). Construction of the East and West Building within the Qualified Project is a benefit to the LESSEE and adequate consideration for its consent.

ARTICLE 2 - USE OF PREMISES

2.1 **Permissible Uses.** LESSEE shall use the Leased Premises to operate the Leased Premises in compliance and as permitted under the Agreements, the site plan approved by the City and in accordance with the uses permitted under the City's Unified Land Development Regulations and the Leased Premises shall be open and available to the general public. Any other uses shall require the written consent of LESSOR, in its sole discretion. No operations, activities or uses shall violate or create a default under the Agreements. The Lessee shall operate the Leased Premises in cooperation and coordination with the LESSOR's parks and recreation department and in accordance with the Agreements and shall maintain the Leased Premises in a first-class condition consistent with the prestige and purpose of operating and managing the Qualified Project.

2.1.1 **Sub-Subleases.** Any and all sub-subleases, licenses, concessions or agreements granting other party with the right to occupy of use all or a portion of the Leased Premises (the "Subordinate Party") shall be subject to the terms and conditions of the Agreements and will require preapprovals from the LESSOR and the HOFD and all other parties designated in the Agreements. Prior to entering into an agreement with a Subordinate Party, LESSEE shall present such agreement to the City Manager for approval which agreements shall reflect market rate rents, terms and conditions as determined by the City Manager and in accordance with the Agreements. The sub-sublease, license and/or concession shall include, among other terms and conditions, indemnity and insurance in favor of LESSOR, as approved by LESSOR in its sole discretion. The term of the sub-sublease, license or concession shall not exceed the term of this Lease. Each sub-sublease, license and/or concession shall incorporate the terms and conditions of this Lease and the Agreements. In its sole discretion, LESSOR shall have the right to be named as a third-party beneficiary under each sub-sublease, license, concession or other agreement granting a third party rights to use or occupy the Leased Premises or to require the Subordinate Party to enter into a recognition agreement with the City. LESSEE shall not refuse to enter into a sub-sublease, license or concession agreement

that has been approved by the LESSOR and HOFPP. Such refusal of an approved sub-lease, license or concession shall be deemed an event of default under this Lease.

2.2 **Compliance with Regulations of Public Bodies.** LESSEE covenants and agrees that it shall, at its own cost and expense, make such improvements on the Leased Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Leased Premises, in order to comply with the applicable requirements relating to sanitation, fire hazard, zoning, historic designation regulations, environmental requirements (subject to Article 5 below) and other similar requirements designed to protect the public, worker and environments. LESSEE shall not use the Leased Premises, nor shall the Leased Premises suffer any such use during the Term, which is in violation of any of the statutes, laws, ordinances, rules or regulations of the federal, state, county, municipal government or any other governmental authority having jurisdiction over the Leased Premises.

2.3 **Improvements.** After turnover of the Leased Premises to LESSOR as contemplated in the Agreements, LESSOR shall transfer a portion of the Qualified Project to LESSEE. Thereafter, LESSEE shall not construct any permanent improvements upon the Leased Premises without the City Manager's express written consent as set forth in this section of the Lease and without the approval of the parties designated in the Agreements. LESSEE shall not construct any subsequent improvements, nor perform any material alteration, modification or demolition of any improvements upon the Leased Premises without first securing from the City Manager and HOFPP, or its authorized agent, written approval indicating that the proposed construction, alteration, modification or demolition is acceptable, which approval shall not unreasonably withheld, delayed or conditioned. As a condition of acceptance, the City may impose reasonable conditions on LESSEE. Notwithstanding the foregoing LESSEE may make interior alterations that are not structural without the City's prior approval, so long as LESSEE obtains the required permit(s) from the City, in accordance with applicable codes and ordinances. *Upon expiration or termination of this Lease, any improvements constructed on the Leased Premises either by HOFPP or under the direction of HOFPP or LESSEE shall become the property of the LESSOR.* Nothing herein shall be construed as a waiver of the LESSOR's police or regulatory policy in issuing development approvals. Approvals by the LESSOR pursuant to this Lease shall be considered approvals in its proprietary capacity and not under its police or regulatory power.

2.4 **Liability for Personal Property.** All personal property placed or moved onto the Leased Premises is at the sole risk of LESSEE or other owner of such personal property. LESSOR shall not be liable for any damage to such personal property, or for personal injuries or damage to LESSEE or any of LESSEE's sub- subtenants, licensees, concessionaires, agents, servants, employees, contractors, patrons, guests or invitees or to trespassers on the Leased Premises that arise from any person's tortious acts or omissions, regardless of the status of the person.

2.5 **ADA Compliance.** LESSEE shall have the continuing obligation of compliance at its sole cost and expense with the Americans With Disabilities Act, as the same may be amended from time to time, with respect to the Leased Premises.

ARTICLE 3 - TERM OF LEASE

3.1 **Term.** The term of this Lease commences on the Rent Commencement Date (hereinafter defined) and runs for a period of thirty (30) years thereafter (the "Term") unless this

Lease is terminated prior to the expiration date pursuant to this Lease.

3.2 **Dates.**

3.2.1 **Effective Date.** The effective date of this Lease shall be the date that the last Party executes this Lease. Notwithstanding execution of this Lease by both parties, this Lease shall become valid and enforceable upon the approval by the City Manager of a written sub-sublease by and between ISHOF Peninsula LLC and an owner and/or operator of an aquarium, on terms and conditions, including without limitation, market rate rents and other commercially reasonable terms, acceptable to the City Manager in his sole discretion.

3.2.2 **Rent Commencement Date.** The Rent Commencement Date of this Lease is the earlier date the Lessee takes possession of the Leased Premises or the date that LESSOR notifies LESSOR that the Leased Premises are legally available for occupancy.

3.3 **Recordation of Memorandum of Lease.** A Memorandum of Lease, to be executed by both Parties contemporaneous with the Rent Commencement Date, shall be recorded by LESSEE, at LESSEE's expense, in the Public Records of Broward County, Florida.

3.4 **Representations and Warranties.** All steps, acts and conditions required by the organizational and other documents creating and binding on the LESSEE to be done as a condition precedent to the execution of this Lease have been done, and the LESSEE has full authority to enter into this Lease and the individual signing on behalf of LESSEE has been delegated the authority to enter into a binding agreement on behalf of the LESSEE.

3.5 **Agreement to Cooperate.** Both parties acknowledge that the terms of the Comprehensive Agreement contemplates construction of the East and West Buildings and other improvements within the Qualified Project (as defined in the Comprehensive Agreement). LESSEE will cooperate with LESSOR and the principals of HOFPP, its affiliates, agents and other parties with respect to entering into sub-sub lease, license or concession arrangements. The prospective tenants, rental rates and other material terms and conditions of the sub-sublease, license and/or concession are determined and selected by HOFPP and its affiliates. Further, as to completion of the improvements, naming rights, except for naming rights related to the museum and welcome center, tenant allowance, if any, ingress and egress to the building, parking needs, access to valet, if any, signage for the Museum and Welcome Center and other matters related to occupancy, operation, promotion, marketing management, maintenance and use of the Leased Premises, LESSEE and LESSOR agree to come to terms on such matters, in consultation with HOFPP and its affiliates and agents on or before the Rent Commencement Date and amend this Agreement at that time to memorialize the consents and agreement of the parties. In the event the East or West Buildings or both are not constructed, regardless of the reason, then LESSOR is and shall be released from any and all liability, duties, responsibilities or obligations to LESSEE and this Lease and any prior agreements shall be deemed terminated and of no further force or effect, except those matters of LESSEE which survive termination. It is anticipated that the Leased Premises shall be complete within five (5) years after the Commencement Date (as defined in the Comprehensive Agreement), subject to Force Majeure. Further, LESSEE acknowledges and agrees to comply with the Agreements including without limitation execution of the Subordination, Non-Disturbance and Attornment Agreement as set forth in Exhibit D of the Master Facilities Lease.

3.6 **Rent on Net Return Basis.** It is intended that the rent provided for in this Lease shall be a net return to LESSOR as provided herein, free of any expenses or charges with respect to the Leased Premises, including, without limitation, maintenance, security services, structural and non-structural repairs, replacement, taxes and assessments, and this Lease shall be construed in accordance with and to effectuate this intention.

3.7 **Audit Rights.** The LESSOR shall have the right at all reasonable times to inspect the books and records of the LESSEE pertaining to the performance by it of its obligations under this Agreement. LESSOR shall have the right to audit the books, records, and accounts of LESSEE that are related to this Agreement. LESSEE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement in accordance with generally accepted accounting practices and standards. All books, records, and accounts of LESSEE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, LESSEE shall make same available at no cost to LESSOR in written form. LESSEE shall preserve and make available, at reasonable times for examination and audit by LESSOR in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit, litigation or other action has been initiated and has not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings, litigation or other action. If the Florida public records law is determined by LESSOR to be applicable, LESSEE shall comply with all requirements thereof. Any incomplete or incorrect entry in such books, records, and accounts shall be deemed an event of default under this Agreement.

3.8 **Termination of Sub-Lease.** The LESSOR reserves the right to terminate this Lease prior to the Rent Commencement Date in the event all or a portion of the improvements of the Qualified Project (as defined in the CA) or ISHOF Improvements (as defined in the CA) are not completed as evidenced by a certificate of occupancy or other appropriate governmental approval or in the event all or a portion of the ISHOF Improvements are not completed. LESSOR shall provide written notice of the termination to LESSEE and such termination of this Lease shall become effective upon the date specified in the notice. Thereafter, both parties shall be relieved released of any further liability under this Agreement except for those matters which survive termination. Alternatively, subject to compliance with the LESSOR's charter, the parties may agree to negotiate a new mutually acceptable lease. Such agreement to cooperate does not create an implied agreement or obligation of LESSOR to construct any improvements or to fund any improvements, it being the intent that LESSEE shall take possession of the Leased Premises in its then current condition and LESSEE waives any right to raise any claims for damages arising from the demolition of any buildings or improvements on the Leased Premises or any failure to construct the Qualified Project or ISHOF Improvements.

ARTICLE 4 - RENT AND ADDITIONAL PAYMENTS

4.1 **Amount and Payment of Rent.** As rent for the Leased Premises, LESSEE shall pay to LESSOR the monthly rent as agreed upon by the parties prior to the Rent Commencement Date commencing with the Rent Commencement Date and continuing each and every successive month thereafter through the balance of the Term (the "Rent"). Rent shall be payable at the election of the LESSOR by wire, ACH draft or other electronic transfer method set forth in the Master Facilities

Lease. It is anticipated that the rent will increase as each phase of the Qualified Project is completed. If LESSEE fails to pay its rent on the due date, then LESSEE shall pay any and all related late charges or penalties paid by LESSOR under the Master Facilities Lease.

4.1.1. **Rent.** Subject to the revenue sharing arrangement in the Agreements, Lessee shall be obligated to pay monthly rent starting on the Rent Commencement Date and on each and every successive calendar month thereafter and during and throughout the Term of this Lease as follows:

4.1.1.1 Leased Based Revenue (as defined in the CA); and

4.1.1.2 Non-Leased Based Revenue (as defined in the CA) less the Excluded Revenue as defined in the CA and in Section 4.1.2 of this Lease; and

4.1.1.3 Prior to the Rent Commencement Date, the parties shall amend this Lease to establish the amount of the Leased Based Revenue, Non-Leased Based Revenue, and all other rents owed under the Comprehensive Agreement by LESSEE to LESSOR (collectively, the "Rent"). Further, all Rent shall be subject to an annual year-over-year increase of three percent (3%).

The obligation of LESSEE to make payments of Rent and Additional Rent on the dates due is absolute and unconditional and is not subject to any set-off, credit, adjustment, abatement, defense, counterclaim or recoupment for any reason.

4.1.2 **Excluded Revenue.** Both parties acknowledge that the following revenue referred to as the ISHOF Excluded Revenue in the CA is excluded from rent owed to LESSOR:

1. LESSEE'S museum ticket and shop sales.
2. Revenues generated by the VIP suites located within LESSEE leased space.
3. Revenues generated by VIP seat sales as to VIP seats located within LESSEE leased space.
4. Facility Sponsorships during Events and Shows in the Aquatic Center Improvements held by LESSEE, subject to the superior rights of HOFP and Facilities Manager to the Aquatic Center Improvements (as more particularly described in Section 3.08(f) of the Comprehensive Agreement). For purposes hereof, it is understood and agreed that Facility sponsorships shall include fundraising events which are held by LESSEE from time to time.
5. Entertainment Venues for LESSEE as to Entertainment Venues located within LESSEE leased space.
6. Subject to the rights of HOFP, naming Rights within the respective LESSEE leased space areas in the East or West Buildings.

7. Flow Rider revenues, if LESSEE elects to sub-sublease the Flow Rider from LESSOR.

8. Grants or donations which support the public mission of LESSEE.

4.2 **Sales Tax, Fees, Special Assessments, etc.** Beginning on the Rent Commencement Date, all costs, expenses, sales or use taxes, or taxes of any nature or kind, special assessments, connection fees, and any other charges, fees or like impositions incurred or imposed against the Leased Premises, to the extent applicable, or any use thereof, including revenue derived therefrom, and any costs, expenses, fees, taxes or assessments in or upon the real property or improvements constructed thereon shall be made and paid by LESSEE in accordance with the provisions of this Lease, it being the intent of the parties that, LESSEE is responsible for paying all the expenses and obligations that relate to the Leased Premises or any improvements thereon and that arise or become due during the Term. Should any such tax rate change under the Florida sales tax statute or other applicable statutes, LESSEE shall pay LESSOR the amounts reflective of such changes.

4.3 **Additional Rent Payments** Exclusive of Rent due under Section 4.1 and all sums due under Section 4.2 hereof, all other payments that LESSEE is obligated to make under this Lease shall be considered "Additional Rent" regardless of whether the payments are so designated. All Additional Rent payments are due and payable within thirty (30) days after rendition of a statement, therefore.

4.4 **Utility or Service Charges** Beginning on the Rent Commencement Date, LESSEE agrees to pay all utility service charges including, but not limited to gas, electricity, telephone, telecommunications, heating, air conditioning, water & sewer, storm water utility fees, and other similar service charges attributed to the Leased Premises. If any of these charges remain unpaid after they become due, LESSOR may exercise its remedies as set forth in Article 11. LESSOR shall not be liable to LESSEE for damage nor otherwise because of LESSEE's failure to arrange for or to obtain any utilities or services referenced above for the Leased Premises that are supplied by parties. No such failure, interruption or curtailment may constitute a constructive or partial eviction.

4.5 **Governmental Charges or Services** Beginning on the Rent Commencement Date and subject to the provisions of Section 4.7, LESSEE must pay all ad valorem and non-ad valorem taxes and other governmental fees, charges or assessments that are related to the Leased Premises or personalty situated thereon or operations conducted thereon that arise during the term of the Lease. Nothing shall preclude LESSEE from seeking an exemption from ad valorem and other taxes due to its Parent Company's status as a tax-exempt organization under Internal Revenue Code Section 501c (3). LESSEE shall pay all such taxes and other charges when due and before any fine, penalty, interest or other cost is added, becomes due, or is imposed by operation of law for nonpayment. These taxes and other charges include, but are not necessarily limited to the following:

4.5.1 All taxes, assessments, water, sewer, connection fees, garbage rates and charges, public utility charges, excise levies, licenses and permit fees.

4.5.2 All such charges, whether they are general or special, ordinary or extraordinary, foreseen or unforeseen, assessed, levied, confirmed or imposed upon the Leased Premise or use thereof or improvements thereto or personalty situated thereon.

4.5.3 All such charges that arise from, become payable from or with respect to, or become a lien on any of the following:

- (a) All or any part of the Leased Premises or use thereof or improvements thereto or personalty situated thereon.
- (b) Any appurtenance to the Leased Premises.
- (c) The rent and income received by the LESSEE from any sub subtenant, licensee concessionaire or any other party with the right to occupy or use all or a portion of the Leased Premises.
- (d) Any use or occupation of the Leased Premises.
- (e) Any document to which the LESSEE is a party and that creates or transfers an interest or estate in the Leased Premises.
- (f) Sales or use tax arising from LESSEE's operations; or
- (g) Any taxes or charges applicable to the Rent or Additional Rent paid under this Lease.

4.6 **Payments and Receipts.** Upon LESSOR's written request, LESSEE shall deliver to LESSOR official receipts that show payment of all charges required under this Article and contained in LESSOR's written request. These receipts must be delivered to the place where the Rent payments are to be made. The LESSEE shall pay every tax or other charge required to be made under this Article before the charge or tax becomes delinquent under the law then governing payment of the tax or other charge, unless the tax or charge is challenged by LESSEE in accordance with Section 4.7 of this Lease.

4.7 **LESSEE'S Challenge of Tax.** So long as LESSOR is not in default under the Agreements, LESSEE may contest the validity of any tax, tax claim, or charge or assessment, described herein without being in default for nonpayment of taxes under this Lease, provided LESSEE complies with terms and conditions of this Section and the Agreements. LESSEE must give LESSOR and all parties designated under the Agreements written notice of LESSEE's intention to contest and LESSEE must also furnish LESSOR with a bond with surety by a surety company qualified to do business in the State of Florida or cash paid into escrow and held by LESSOR. The bond or cash must be in an amount equal to the 125% of the amount of the taxes, claim, charge or assessment together with estimated penalties and interest being contested and must be conditioned upon payment of the taxes, claim, charge or assessment once the validity has been determined. LESSEE must give written notice accompanied by evidence of the bond or escrow to LESSOR not later than sixty (60) days before the contested taxes would otherwise become delinquent.

4.8 **LESSOR'S Remedy for LESSEE'S Nonpayment.** If LESSEE fails, refuses, or neglects to pay any taxes, fees, assessments or other governmental charges under this Article, unless challenged as provided in Section 4.7 of this Lease, the LESSOR may pay them. On LESSOR's demand, LESSEE shall reimburse LESSOR all amounts LESSOR has paid, plus expenses and attorney's fees reasonably incurred in connection with such payments, together with interest at the rate of six (6%) per cent per annum from the date LESSOR paid such outstanding taxes, fees, assessments or other governmental charges, up to but not exceeding the maximum rate of interest allowable under Florida law. On the day LESSOR demands repayment or reimbursement from LESSEE, LESSOR is entitled to collect or enforce these payments in the same manner as a payment of Rent. The LESSOR's election to pay the taxes, fees, assessments or other governmental charges

does not waive LESSEE's default.

ARTICLE 5 - HAZARDOUS SUBSTANCES

5.1 **Definitions.** For the purpose of administering this Article, the following terms shall have the meaning as set forth below:

(a) **"Environmental Agency"** means a governmental agency at any level of government having jurisdiction over Hazardous Substances and Hazardous Substances Laws and the term as used herein shall also include a court of competent jurisdiction when used as a forum for enforcement or interpretation of Hazardous Substances Laws.

(b) **"Hazardous Substances "** means any hazardous or toxic substances, materials or wastes, including, but not limited to those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table, 49 CFR 172.101 or by the Environmental Protection Agency as hazardous substances, 40 CFR Part 302, as now in effect or as same may be amended from time to time, or such substances, materials and wastes which are now or hereafter become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl, (iv) radon, (v) any substance designated as a "hazardous substance" pursuant to Sec. 311 of the Clean Water Act, 33 U.S.C. Sec. 1251, et seq. or listed pursuant to Sec. 307 of the Clean Water Act, 33 U.S.C. Sec. 1317, (vi) defined as "hazardous waste" pursuant to Sec. 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq., (vii) defined as a "hazardous substance pursuant to Sec. 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq., or (viii) designated as a "hazardous substance" as defined in Chapter 403, Part IV, Florida Statutes, or (ix) any other similar federal, state or local regulations.

(c) **"Hazardous Substances Laws"** means all local, state and federal laws, ordinances, statutes, rules, regulation and orders as same may now exist or may from time to time be amended, relating to industrial hygiene, environmental protection and/or regulation, or the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Substances.

(d) **"Petroleum Products"** as defined by Florida Administrative Code Sec. 62-761.200 are any liquid fuel commodities made from petroleum including, but not limited to, diesel fuel, kerosene, gasoline, and fuels that contain mixtures of gasoline and other products.

(e) **"Products"** is defined in Sec. 377.19 (11), Florida Statutes, as same may be amended from time to time, as any commodity made from oil or gas and includes refined crude oil, crude tops, topped crude, processed crude petroleum, residue from crude petroleum, cracking stock, untracked fuel oil, fuel oil, treated crude oil, residuum, gas oil, casinghead gasoline, natural gas gasoline, naphtha, distillate, condensate, gasoline, used oil, kerosene, benzene, wash oil, blended gasoline, lubricating oil, blends or mixtures of oil with one or more liquid products or byproducts derived from oil or gas, and blends or mixtures of two or more liquid products or byproducts derived from oil or gas, whether hereinabove enumerated or not.

(f) The term "property damage" as used in this Article includes, but is not limited to, damage to the property of the LESSEE, LESSOR and/or of any third parties caused by or resulting from LESSEE's breach of any of the covenants in this Article and shall include remedial activities performed by an Environmental Agency or by LESSEE

pursuant to directives from an Environmental Agency.

5.2 **LESSOR'S Consent Required.** Beginning on the Rent Commencement Date and continuing throughout the Term, no Hazardous Substances shall be brought upon or kept or used in or about the Leased Premises by any person whomsoever, unless LESSEE first obtains written consent from the City Manager and the necessary parties designated in the Agreements (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws).

5.3 **Compliance with Hazardous Substances Laws.** Beginning on the Rent Commencement Date and continuing throughout the Term and with respect to Hazardous Substances brought onto the Leased Premises by any person whomsoever other than LESSOR, its agents, employees, contractors or licensees acting within the course and scope of their duties, LESSEE shall have the absolute responsibility to ensure that the Leased Premises are used at all times and all operations or activities conducted thereupon are in compliance with all Hazardous Substances Laws and all permits, licenses and other Environmental Agency approvals required for any such activity conducted upon the Leased Premises.

5.4 **Hazardous Substances Handling.**

5.4.1 LESSEE covenants that beginning on the Rent Commencement Date and continuing throughout the Term hereof, any Hazardous Substance brought upon the Leased Premises by any person whomsoever, shall be handled, treated, dealt with and managed in conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such Hazardous Substances. LESSEE covenants that any and all Hazardous Substances removed from the Leased Premises shall be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposition of such Hazardous Substances and wastes and only in accordance with Hazardous Substances Laws and consistent with all conditions of any and all permits, licenses and other Environmental Agency approvals required for such removal and transportation.

5.4.2 Upon expiration of the Term or earlier termination of this Lease, LESSEE shall cause all Hazardous Substances which are brought upon the Leased Premises subsequent to the Rent Commencement Date by any person whomsoever, to be removed from the Leased Premises and to be transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Substances Laws; provided, however, that LESSEE shall not take any remedial action in response to the presence of Hazardous Substances in or about the Leased Premises, nor enter any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances Laws in any way connected with the Leased Premises, without first notifying LESSOR and other parties required to receive notices in the Agreements of LESSEE's intention to do so and affording LESSOR reasonable opportunity to appear, intervene, or otherwise appropriately assert and protect LESSOR's interest with respect thereto.

5.5 Notices.

5.5.1 If at any time LESSEE shall become aware or have reasonable cause to believe that any Hazardous Substance has come to be located on or beneath the Leased Premises (except de minimis quantities of Hazardous Substances used in the ordinary course of LESSEE's business and in accordance with applicable Hazardous Substance Laws), LESSEE shall promptly upon discovering such presence or suspected presence of the Hazardous Substance give written notice of that condition to LESSOR, as provided herein and any other party required to receive notice under the Agreements.

5.5.2 In addition, LESSEE shall promptly notify LESSOR and other parties required to receive notice under the Agreements in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Substances Law, (ii) any written claim made or threatened by any person against LESSEE, the Leased Premises or improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances, and (iii) any reports made to any Environmental Agency arising out of or in connection with any Hazardous Substances in or removed from the Leased Premises or any improvements located thereon, including any complaints, notices, warnings or asserted violations in connection therewith.

5.5.3 LESSEE shall also supply to LESSOR as promptly as possible, and, in any event, within five (5) days after LESSEE first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or improvements located thereon or LESSEE's use thereof.

5.6 Environmental Liabilities. Any Hazardous Substances discovered on, under or within the Leased Premises that are in violation of the Hazardous Substances Laws, shall be the absolute responsibility of the LESSEE and LESSEE shall indemnify LESSOR pursuant to Section 5.7 and LESSEE shall be the "Indemnitor" and LESSOR shall be the "Indemnitee" as the terms are defined therein.

5.7 Hazardous Substances Indemnification.

5.7.1 Except for matters reflected in the Environmental Report (as defined in the Comprehensive Agreement), Indemnitor agrees to and shall indemnify, defend and hold Indemnitee harmless of and from any and all claims, demands, fines, penalties, causes of action, administrative proceedings liabilities, damages, losses, costs and expenses, which are asserted against the Indemnitee for bodily injury, disease, sickness, death, property damage (including the loss of use therefrom), damage or injury to the environment or natural resources, or some or all of the foregoing, and which relate, refer, or pertain to:

- (a) the existence of Hazardous Substances on, under, or over the Leased Premises, or
- (b) Hazardous Substances being released into the air, water, groundwater, or onto the ground in connection with the use of or operations on the Leased Premises, or

- (c) gaseous emissions (excluding methane, radon, and other naturally occurring gases) from the Leased Premises, or
- (d) the use, generation, or storage of Hazardous Substances on the Leased Premises, or
- (e) the disposal of Hazardous Substances, or
- (f) some or all of the foregoing.

5.7.2 Indemnitor shall further indemnify, defend and hold Indemnitee harmless from and against any and all liability, including, but not limited to, all damages directly arising out of the use, generation, storage or disposal of Hazardous Substances in, on, under, above or about the Leased Premises during the Term, including, without limitation the following when required by Hazardous Substances Laws or by governmental entities and agencies that enforce Hazardous Substances Laws (herein "Environmental Agencies"):

- (a) all required or necessary inspections, investigations, applications, permits, plans, licenses, consent orders, and the like; and,
- (b) all cleaning, detoxification, remediation, cleanup and disposal; and
- (c) all tests, audit, monitoring, and reporting; and
- (d) all fees, costs, assessments, fines and penalties charged by Environmental Agencies.

5.7.3 Indemnitor further agrees that its indemnification obligations shall include, but are not limited to, liability for damages resulting from the personal injury or death of any agent, licensee, subtenant, sub subtenant, vendor, employee or volunteer, invitee, guest of Indemnitor, regardless of whether Indemnitor has paid the employee under the Workers' Compensation Laws of the State of Florida, or other similar federal or state legislation for the protection of employees.

5.7.4 Indemnitor agrees that the foregoing obligations to indemnify, defend and hold Indemnitee harmless, effective pursuant to this section, extends to and includes all reasonable attorneys' fees, experts' fees and costs incurred in the defense of any of the foregoing claims or demands as well as enforcement of the provisions of this Article respecting Hazardous Substances. The indemnification provided in this Lease is effective on the Rent Commencement Date and shall survive the termination of this Lease, but shall end, with respect to any claim or cause of action, with the expiration of any applicable statute of limitation for such claim or cause of action.

5.7.5 Indemnitee reserves the right to select counsel of its own choosing, subject to Indemnitor approval, which shall not be unreasonably, withheld, conditioned or delayed, in the event Indemnitor is called upon to defend Indemnitee pursuant to this indemnity.

5.8 Environmental Testing.

5.8.1 Beginning after the Rent Commencement Date and continuing throughout the Term, LESSOR, HOF, Facilities Manager, or their agents, may, upon reasonable prior written notice to LESSEE (taking into account the potential disruption of the LESSEE's operation) enter upon the Leased Premises for the purpose of conducting environmental tests ("LESSOR'S Tests") to determine the presence and/or extent of contamination by Hazardous

Substances in, on, under, above, within or about the Leased Premises. LESSOR shall not be entitled to conduct the LESSOR'S Tests unless:

- (a) An Environmental Agency shall have issued a notice of violation with respect to the Hazardous Substances on, within, above, about or under the Leased Premises; or
- (b) LESSOR has probable cause to believe that LESSEE has violated Hazardous Substance Laws relating to the LESSEE's use of the Leased Premises.

5.8.2 **LESSOR'S Tests shall be at the sole cost and expense of LESSEE.** The cost and expenses of LESSOR'S Tests shall not be included in the scope of any indemnification set forth in this Article, unless the LESSOR's Tests reveal the presence of Hazardous Substances at levels that are in violation of the Hazardous Substances Laws. No LESSOR'S Tests shall be conducted until LESSOR has provided to LESSEE the name of the environmental engineering firm licensed to perform such work in the State of Florida (the "Permitted Firm").

5.9 **Environmental Procedure; Consent to Assignment.**

5.9.1 Any provisions herein to the contrary notwithstanding, LESSEE shall, at its own cost and expense, furnish to LESSOR a Phase I Environmental Assessment and/or Phase II Environmental Assessment of the Leased Premises, by a Permitted Firm. The foregoing is referred to hereinafter as the "Environmental Procedure."

5.9.2 The Environmental Procedure shall include a qualitative and quantitative analysis of the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises.

5.9.3 If the Environmental Procedure establishes the presence of Hazardous Substances at levels that are in violation of the Hazardous Substance Laws, then LESSOR may withhold consent to the assignment of the leasehold interest or any part thereof, sub-lease, license or concession, until security is posted with LESSOR which is deemed by LESSOR to be reasonably adequate to cover 150% of the projected costs of any legally required clean-up, detoxification or remediation of the Leased Premises from the presence of Hazardous Substances in, on, under, above, within or about the Leased Premises and any and all fines or penalties associated therewith.

ARTICLE 6 - CONDITION OF PREMISES

6.1 **LESSEE'S Acceptance and Maintenance of Leased Premises.**

6.1.1 **"AS IS" Condition.** LESSEE acknowledges that prior to the Rent Commencement Date hereof it has performed sufficient inspections of the Leased Premises in order to fully assess and make itself aware of the condition of the Leased Premises and all improvements thereon, and that LESSEE is leasing the Leased Premises in its "AS IS" condition. LESSEE acknowledges that the LESSOR has made no other representations or

warranties as to the condition or status of the Leased Premises, or the workmanship of the construction of the Qualified Project or ISHOF Improvements and that LESSEE is not relying on any representations or warranties of the LESSOR or any broker(s) or agent of LESSOR in leasing the Leased Premises. LESSEE acknowledges that neither LESSOR nor any agent or employee of LESSOR has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

- (a) The nature, quality or condition of the Leased Premises, including, without limitation, the water, soil and geology.
- (b) The suitability of the Leased Premises for any and all activities and uses which LESSEE, its sub-subtenants, licensees or concessionaires, may conduct thereon.
- (c) The compliance of or by the Leased Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body.
- (d) The habitability, merchantability or fitness for a particular purpose of the Leased Premises.
- (e) The workmanship or quality of construction of the Qualified Project.
- (f) Any other matter with respect to the Leased Premises.

Without limiting the foregoing, LESSOR does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Leased Premises or the compliance or non-compliance of the Leased Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas. LESSEE further acknowledges that neither LESSOR nor any agent of LESSOR has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises. Accordingly, as between LESSOR and LESSEE under this Lease, the physical condition of the Leased Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Leased Premises shall be the sole responsibility and obligation of LESSEE.

6.1.2 **Maintenance.** At its expense, LESSEE shall maintain the Leased Premises and any new improvements constructed by LESSEE in a good state of repair and in a condition consistent with the Permissible Uses set forth in Section 2.1 hereof. LESSEE shall not suffer or permit the commission of any waste or neglect of the grounds, landscaping, buildings, fixtures and equipment that LESSEE brings, constructs or placed on the Leased Premises. LESSEE shall repair, replace and renovate the Leased Premises and all the improvements located thereon as often as is necessary to keep these items in a good state of repair. It is anticipated that LESSEE shall coordinate all maintenance activities with the Facilities Manager (as defined in the Comprehensive Agreement). With respect to the Leased Premises, it is the intent of LESSOR that LESSEE comply with the maintenance obligations under the Master Facilities Lease.

6.2 **Condition at End of Term.** At the earlier of the expiration of the Term or termination of this Lease, LESSEE and its sub-sublessees, licensees and/or concessionaires shall quit the Leased Premises and surrender it and all improvements, including all existing or to be constructed

improvements thereon, including without limitation, all permanently affixed fixtures, to LESSOR, normal wear and tear excepted.

ARTICLE 7 - LIENS

7.1 **Liens against the Leased Premises.** LESSEE shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of LESSOR or HOPF in and to the Leased Premises, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the LESSEE, or its agents, servants, employees, contractors or officers or on account of any act or omission of said LESSEE as to LESSOR's or HOPF right, title or interest in and to the Leased Premises. All persons contracting with the LESSEE or furnishing materials, labor or services to said LESSEE, or to its agents or servants, as well as all other persons shall be bound by this provision of this Lease and the Agreements. Should any such lien be filed, LESSEE shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. LESSEE shall not be deemed to be the agent of LESSOR or HOPF, so as to confer upon a laborer bestowing labor upon or within the Leased Premises or upon material men who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the LESSOR's or HOPF right, title or interest in and to the Leased Premises. These provisions shall be deemed a notice under Section 713.10(2), Florida Statutes of the "non-liability" of the LESSOR or HOPF.

ARTICLE 8 - ENTRY AND INSPECTION OF PREMISES

8.1 **LESSOR'S Inspection and Entry Rights.** LESSOR, or any agent thereof, HOPF, Facilities Manager, upon reasonable notice, shall be entitled to enter the Leased Premises during any reasonable business hours for any of the following reasons:

8.1.1 To examine the Leased Premises; or

8.1.2 To make all repairs, addition(s) or alteration(s) that LESSOR deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof needs maintenance or repair and LESSEE fails to take appropriate curative actions; or

8.1.3 To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease or the Agreements after fifteen (15) days advance notice to LESSEE that the Leased Premises or any portion thereof is not in compliance with the terms of this Lease and LESSEE has failed to take appropriate curative actions. Provided that nothing herein shall be construed in such a manner as to impose upon LESSOR the obligation to so enter the Leased Premises and perform any act referenced above.

8.2 **Annual Inspections.** Notwithstanding the foregoing, LESSOR may conduct annual inspections of the Leased Premises at LESSOR'S sole cost and expense, upon three (3) days prior written notice to LESSEE. Said inspection shall take place during normal business hours at a reasonable time mutually agreed to between the parties.

8.3 **Liability for Entry.** LESSEE, nor any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under LESSEE, or any invitees thereof shall have any claim or cause of action against LESSOR because of LESSOR's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or grossly negligent conduct of LESSOR, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

ARTICLE 9 - INSURANCE AND INDEMNIFICATION

9.1 Indemnity.

9.1.1 LESSEE shall protect, defend, indemnify and hold harmless the LESSOR, its public officials, officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of LESSEE under this Lease and the Agreements, conditions contained therein, the location, construction, repair, maintenance, use or occupancy of the Leased Premises or improvements located thereon, or the breach or default by LESSEE of any covenant or provision of this Lease or the Agreements, any acts or omissions of LESSEE which causes an event of default by LESSOR under the Agreements except for any occurrence arising out of or resulting from LESSOR's breach of this Lease or the gross negligence or intentional acts of the LESSOR, its officers, agents and employees acting within the course and scope of their employment. This indemnity shall survive termination of this Lease and is not limited by insurance coverage.

9.1.2 Without limiting the foregoing any and all such claims, suits, causes of action relating to personal injury, death, damage to property or defects in construction completed by Lessee or its sub-subtenants or assignees, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of the City's Charter or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, except for any occurrence arising out of or resulting from LESSOR'S breach of this Lease, or gross negligence or intentional acts of LESSOR, or its officers, agents and employees acting within the course and scope of their employment ("Claims"), is included in the indemnity.

9.1.3 LESSEE further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the LESSOR, LESSEE shall assume and defend not only itself but also the LESSOR in connection with any such Claims and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that LESSOR, exercisable by LESSOR's City Manager or Risk Manager (the "Risk Manager") shall retain the right to select counsel of its own choosing, subject to the LESSEE'S approval which shall not be unreasonably withheld, conditioned or delayed.

9.2 **LESSOR'S Liability.** In no event shall LESSOR's liability for any breach of this Lease exceed the actual damages incurred by LESSEE as a direct and proximate result of that breach. Actual damages shall not include LESSEE's office or administrative overhead, loss of

efficiency, consequential, indirect, special, exemplary or punitive damages. Further, LESSOR shall not be liable, either vicariously or directly, in the event HOF, its agents, lenders, contractors, or employees or the Facilities Manager, its agents, lenders, contractors or employees violate any term, provision or condition under this Lease, it being the intent that LESSEE shall seek remedy directly against either HOF or the Facilities Manager. In particular, LESSOR shall have no liability to LESSEE in the event HOF or its agents in the exercise of its rights under the Comprehensive Agreement names a portion of the Leased Premises or permits a use of the Leased Premises that is in bad taste, offensive or an embarrassment to the image of LESSEE or its Parent Company. This provision is not intended to be a measure or agreed amount of LESSOR'S liability with respect to any particular breach and shall not be utilized by any court or otherwise for the purpose of determining any liability of LESSOR hereunder except only as a maximum amount not to be exceeded in any event. Furthermore, no property, whether real or personal, including the Leased Premises or other assets of LESSOR shall be subject to levy, execution or other enforcement procedure for the satisfaction of LESSEE's remedies under or with respect to this Lease and LESSOR shall not be liable for any deficiency.

9.3 **Insurance.** During the term of this Lease and during any renewal or extension term of this Agreement, the LESSEE, at the LESSEE's sole expense, shall provide insurance of such types and with such terms and limits as noted below. These insurance provisions and the insurance requirements of the Agreements shall be incorporated in all sub-subleases, licenses and concession agreements. Providing proof of and maintaining adequate insurance coverage are material obligations of LESSEE. LESSEE shall provide LESSOR with a Certificate of Insurance evidencing such coverage. LESSEE's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Lessee shall not be interpreted as limiting LESSEE's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by LESSOR's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of LESSOR, and these coverages, limits, and endorsements may not be relied upon by LESSEE for assessing the extent or determining appropriate types and limits of coverage to protect LESSEE against any loss exposure, whether as a result of this Lease or otherwise. The requirements contained herein, as well as LESSOR's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by LESSEE under this Lease.

The following insurance policies and coverages are required:

Property Coverage and Business Interruption Insurance.

Coverage must be afforded in an amount not less than 100% of the current value of the Leased Premises after the improvements are complete, net of the value of the underlying land, with a deductible of no more than \$25,000 for each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause.
- Any separate Flood and/or Windstorm deductibles are subject to approval by the Lessor.

The deductibles set forth above notwithstanding, the following deductibles are approved by the Lessor:

- a maximum deductible of \$50,000 for Earth Movement; and

- a maximum deductible of 5% of the Replacement Cost of the property for Named Windstorm.

This policy shall insure the interests of the Lessor and Lessee in the Leased Premises against all risk of physical loss and damage, and name the Lessor as a loss payee, to extent of the value of the premises after the Improvements are complete.

LESSEE will maintain business interruption insurance in an amount sufficient to cover not less than twenty-four (24) months of rent owed hereunder.

All rights of subrogation shall be waived against LESSOR under the property coverage policy.

LESSEE shall, at LESSEE's own expense, take all reasonable precautions to protect the Leased Premises from damage or destruction.

9.3.1 Collection of Insurance. In the event of destruction of or damage to any of the Leased Premises or the buildings, other structures and improvements covered by insurance, the funds payable pursuant to such insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by LESSOR, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances, rules, regulations, ordinances and charter of LESSOR. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such an event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to LESSOR.

9.3.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$_____ each occurrence and \$_____ aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

Policy must include coverage for Contractual Liability and Independent Contractors.

9.3.3 LESSOR and LESSOR'S officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of LESSEE. The coverage shall contain no special limitation on the scope of protection afforded to LESSOR or LESSOR'S officers, employees, and volunteers.

9.4 Business Automobile Liability

9.4.1 Coverage must be afforded for owned, hired, scheduled and non-owned vehicles for bodily injury and property damage in an amount not less than \$1,000,000

combined single limit for each accident.

9.4.2 If LESSEE does not own vehicles, LESSEE shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

9.5 Workers' Compensation and Employer's Liability

9.5.1 Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of LESSOR must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by LESSOR's Risk Manager, if they are in accordance with Florida Statute.

9.5.2 LESSEE waives, and LESSEE shall ensure that LESSEE's insurance carrier waives all subrogation rights against LESSOR and LESSOR's officers, employees, and volunteers for all losses or damages. LESSOR requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

9.5.3 Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

9.6 Insurance Certificate Requirements

- a. LESSEE shall provide LESSOR with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Lease.
- b. LESSEE shall provide to LESSOR a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of LESSEE to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Lease term goes beyond the expiration date of the insurance policy, LESSEE shall provide LESSOR with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. LESSOR reserves the right to suspend the Lease until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract date or prior date.
- f. LESSOR shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. LESSOR shall be granted a Waiver of Subrogation on LESSEE's Workers' Compensation insurance policy.

- h. The title of this Lease, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
101 NW 3rd Avenue
Fort Lauderdale, FL 33301
Attn: Risk Manager

9.6.1 LESSEE has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding LESSOR as an Additional Insured shall be at LESSEE's expense.

9.6.2 If LESSEE's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, LESSEE may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

9.6.3 LESSEE's insurance coverage shall be primary insurance as applied to LESSOR and LESSOR's officers, employees, and volunteers. Any insurance or self-insurance maintained by LESSOR covering LESSOR, LESSOR's officers, employees, or volunteers shall be non-contributory.

9.6.4 Any exclusion or provision in the insurance maintained by LESSEE that excludes coverage for work contemplated in this Lease shall be unacceptable and shall be considered breach of contract.

9.6.5 All required insurance policies must be maintained until the contract work has been accepted by LESSOR, or until this Lease is terminated, whichever is later. Any lapse in coverage shall be considered a default under this Lease. In addition, LESSEE must provide to LESSOR confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Lease. LESSOR reserves the right to review, at any time, coverage forms and limits of LESSEE's insurance policies.

9.6.6 LESSEE shall provide notice of any and all claims, accidents, and any other occurrences associated with this Lease to LESSEE's insurance company or companies and LESSOR's Risk Management office, as soon as practical.

9.6.7 It is LESSEE's responsibility to ensure that any and all of LESSEE's independent contractors and subcontractors comply with these insurance requirements. All coverage for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of LESSEE.

9.6.8 Prior to commencement of construction activities, LESSEE (or any subtenant, sublessee or other party in possession of all or a portion of the Premises) shall provide

evidence of, "All Risk" Completed Value Form, Builder's Risk insurance coverage ("Builder's Risk coverage"). The Builder's Risk coverage shall remain in force at least until substantial completion of the improvements by LESSEE, as evidenced by a final Certificate of Occupancy or Completion, at which time LESSEE shall procure property insurance so that there is continuous coverage in force and effect with no lapse in protection. Upon expiration or termination of the Builder's Risk coverage, LESSEE shall provide evidence of property insurance together with fire and extended coverage for the full value of the improvements including coverage for wind. Coverage shall be effective no later than the date of expiration of the builder's risk policy and shall remain in force thereafter throughout the Term of this Lease.

(a) Prior to the commencement of construction LESSEE shall require LESSEE's contractors and any subcontractors to provide the minimum insurance designated in this Lease and to include LESSOR as an additional insured on any general liability and excess liability policies.

(b) If the Leased Premises is located in a federally designated flood plain, a flood insurance policy acceptable to LESSOR shall also be delivered to LESSOR, providing coverage in the entirety of the Term for the maximum amount reasonably necessary to insure against the risk of loss from damage to the Leased Premises and improvements located thereon caused by a flood.

(c) LESSEE agrees to cooperate with LESSOR in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to LESSOR in connection with this Lease.

(d) LESSOR's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements from time-to-time, including, but not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or any changes in the improvements, including changes in the scope of work or specifications affecting the applicability of coverage.

9.7 **Performance and Payment Bond:** To the extent LESSEE seeks to construct improvements and to the extent required by LESSOR, at its election, LESSEE shall obtain from its general contractor a Performance Bond and a separate Payment Bond in favor of LESSOR and LESSEE and other parties designed by LESSOR, in accordance with the requirements of this Section.

9.7.1 The Performance Bond and Payment Bond shall be in the amount of One Hundred percent (100%) of the price of the construction contract for any proposed improvements, guaranteeing the parties the agreed upon performance and completion of the work covered in such contract, as well as full and complete payment of all suppliers, material persons, laborers, or subcontractors employed by the general contractor to perform work with respect to the proposed improvements. The Performance Bond and Payment Bond shall be executed by a surety company satisfying the requirements of this section.

9.7.2 The Performance Bond and Payment Bond shall remain in force for one (1) year after final completion of the construction work, with liability equal to One Hundred Percent (100%) of the construction contract price. LESSEE or any sub subtenant, licensee or concessionaire as applicable, shall require and ensure that its general contractor maintain the Performance Bond and Payment Bond throughout the course of the construction phase of the work, and for one (1) year following the final completion and acceptance by LESSOR of the construction work for the proposed improvements.

9.7.3 The Performance Bond and Payment Bond must be executed by a surety company of recognized standing that is authorized to do business in the State as a surety, has a resident agent in the State, and has been in business with a record of successful continuous operation for at least five (5) years. The surety company shall hold a current Certificate of Authority as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the required bonding amount exceeds the underwriting limitation set forth in such circular, in order to qualify as a satisfactory surety, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised (31 CFR Section 223.10, Section 223.11). Further, the surety company shall provide the parties with evidence satisfactory to each party, that such excess risk has been protected in an acceptable manner.

9.7.4 The Performance Bond and Payment Bond shall be unconditional, must contain dual obligee riders in favor of LESSOR and LESSEE, and comply with the provisions of Section 713.23 or Section 255.05, Florida Statutes.

9.7.5 LESSEE, at LESSEE's sole cost, shall record the executed Payment and Performance Bond as an exhibit to the Notice of Commencement in the official public records of Broward County, Florida. LESSEE shall provide LESSOR with a copy of the recorded Notice of Commencement prior to commencement of construction.

9.7.6 To the extent the insurance requirements under this Lease conflicts with the insurance requirements of the Master Facilities Lease, at LESSOR's election, LESSOR may elect to impose the insurance requirements of the Master Facilities Lease and thereafter, LESSEE shall comply with the insurance requirements in the Master Facilities Lease.

ARTICLE 10 - ASSIGNMENTS

10.1 Assignment.

10.1.1 LESSEE shall not assign its leasehold interest nor sub-sublet, license or grant any concession for the use of the Leased Premises to another person or entity without obtaining the prior written consent of the City Commission of the City, in its reasonable discretion. If required by the Agreements, LESSEE shall obtain the consent of HOFB, and other parties designated in the Agreements. Any interest of a sub-subtenant, assignee, licensee, concessionaire or party in possession shall be subject to the terms and conditions of this Lease and the Agreements, such that the failure of the interested party to comply with and abide by the terms of this Lease and the Agreements shall be deemed a default under this Lease.

10.1.2 LESSEE shall, by written notice, advise LESSOR of its desire from and after a stated date (which shall not be less than sixty (60) days) to assign, sub-sublet, license or grant a concession to all or a portion of its interest under this Lease for any part of the Term hereof. LESSEE shall supply LESSOR and HOPF with such information, financial statements, verifications and related materials as LESSOR or HOPF may reasonably request or desire to evaluate the written request to such a transfer; and in such event LESSOR shall have the right, in its reasonable discretion, to be exercised by giving written notice to LESSEE within sixty (60) days after receipt of LESSEE's notice and all of the aforesaid materials to either refuse or consent to such a transfer. Said notice by LESSEE shall state the name and address of the proposed party.

10.1.3 As a condition to LESSOR's prior written consent of the proposed transfer of interest, sub-sublease, license or concession, the proposed party shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease and the Agreements, and LESSEE shall deliver to LESSOR promptly after execution, an executed copy of such sub-sublease, assignment or license or concessionaire agreement and an agreement of said compliance by each sub-subtenant, assignee, licensee or other party in possession.

10.2 **Continued Liability of LESSEE.** LESSOR'S consent to any license, assignment, encumbrance, subletting, occupation, or other transfer shall not release LESSEE from any of LESSEE's obligations hereunder or be deemed to be a consent to any subsequent occurrence. Any license, assignment, encumbrance, subletting, occupation, or other transfer of this Lease that does not comply with the provisions of this Section or the Agreements shall be void.

10.3 **Sale of Business or Assets.** LESSEE hereby represents that as a Florida limited liability company, it has not issued or conveyed any interest in LESSEE to an individual or another entity except to the Parent Company. LESSEE agrees not to sell, assign, transfer, convey, pledge, hypothecate or alienate 1) its company to another party, 2) all or substantially all of its assets to another party or 3) its interests in any affiliate or subsidiary, without the written consent of the LESSOR, which consent may be granted or denied in its sole discretion. Violation of this condition shall be deemed an event of default and LESSOR shall have the right to terminate this Lease at its election.

ARTICLE 11 - LESSOR'S REMEDIES

11.1 **Events of Default.** The occurrence of any one or more of the following shall constitute an Event of Default by LESSEE under this Lease: (i) LESSEE's failure to pay any sum due hereunder within ten (10) days after the same shall become due; (ii) LESSEE's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease or the Agreements on LESSEE's part to be performed or observed if such failure continues for more than thirty (30) days after notice from City or such reasonable time to cure as mutually agreed to by both parties; (iii) LESSEE's vacating or abandoning the Premises; (iv) LESSEE's failure to materially comply with the terms of the Agreements; v) LESSEE's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding or (vi) LESSEE makes a misrepresentation or omission of a material fact. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, City shall have the right to pursue such remedies as may be available to City under the law, including, without limitation, the right to give

LESSEE notice that City intends to terminate this Lease upon a specified date not less than ten (10) days after the date notice is received by LESSEE, in which event this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the ten (10) day period and the City is so notified, this Lease will continue.

11.2 **Accord and Satisfaction.** If LESSEE pays or LESSOR receives an amount that is less than the amount stipulated to be paid under any Lease provision, that payment is considered to be made only on account of an earlier payment of that stipulated amount. No endorsement or statement on any check or letter may be deemed an accord and satisfaction. LESSOR may accept any check or payment without prejudice to LESSOR's right to recover the balance due or to pursue any other available remedy.

11.3 **Remedies in Event of Default.** If LESSEE abandons or vacates the Leased Premises before the end of the Term, if LESSEE is in arrears in Rent or Additional Rent, LESSEE commits an event of default under the Agreements or LESSEE commits an event of default under Section 11.1 referenced above and payments and applicable cure periods have expired, LESSOR may cancel or terminate this Lease, subject to the notice and opportunity to cure provisions set forth in the Section above and LESSEE's right, title and interest in the Leased Premises shall terminate as of the date set forth in the notice. In addition, LESSOR may partially or fully accelerate the Rent which would become due through the end of the Term and demand immediate payment in full. LESSOR may enforce the provisions of this Lease and protect the rights of LESSOR by a suit or suits in equity or at law for the performance of any covenant or agreement herein, or any other appropriate legal or equitable remedy, including without limitation, injunctive relief, recovery of all moneys due or to become due from LESSEE under any of the provisions of this Lease or the Agreements, specific performance and any other damages incurred by LESSOR arising from LESSOR's default under this Lease.

11.4 **Cancellation of Lease.** On cancellation or termination of this Lease, LESSOR shall be entitled to peaceably enter the Leased Premises as LESSEE's agent to regain or relet the Leased Premises. LESSOR shall incur no liability for such entry. As LESSEE's agent, LESSOR may relet the Leased Premises with or without any improvements, fixtures or personal property that may be upon it, and the reletting may be made at such price, in such terms and for such duration as LESSOR determines and for which LESSOR receives rent. LESSOR shall apply any rent received from reletting to the payment of the rent due under this Lease. If, after deducting the expenses of reletting the Leased Premises, LESSOR does not realize the full rental provided under this Lease, LESSEE shall pay any deficiency.

11.5 **Dispossession on Default; Notice and Opportunity to Cure.**

11.5.1 If LESSEE defaults in the performance of any covenant, term, or condition of this Lease or Agreements, LESSOR may give LESSEE written notice of that default, as provided in Section 12.2. If LESSEE fails to cure a default in payment of Rent or Additional Rent within ten (10) days after notice is given, LESSOR may terminate this Lease. For defaults other than nonpayment of Rent or Additional Rent, LESSEE shall cure such default within thirty (30) days after notice is given or within such greater period of time as specified in the notice.

11.5.2 If the default (other than for nonpayment of Rent or Additional Rent) is of such a nature that it cannot be reasonably cured within time specified, LESSOR may terminate this Lease only if LESSEE fails to proceed with reasonable diligence and in good faith to cure the default within thirty (30) days after written notice is given. Thereafter, termination of this Lease may occur only after LESSOR gives not less than ten (10) days' advance written notice to LESSEE and such default remains uncured. On the date specified in the notice, the Term will end, and LESSEE shall quit and surrender the Leased Premises to LESSOR, except that LESSEE will remain liable as provided under this Lease. If LESSEE has committed an event of default under the Agreements, then the notice and opportunity to cure provisions under the Agreements shall control.

11.5.3 On termination of this Lease, LESSOR may peaceably reenter the Leased Premises without notice to dispossessed LESSEE, any legal representative of LESSEE or any other occupant of the Leased Premises. LESSOR may retain possession through summary proceedings or otherwise and LESSOR shall then hold the Leased Premises as if this Lease has not been made.

11.6 **Damages on Default.** If LESSOR retakes possession under Section 11.4, LESSOR shall have the following rights:

11.6.1 LESSOR shall be entitled to Rent or Additional Rent through the end of the term of the Lease will become due immediately, plus any expenses (including, but not limited to attorneys' fees, brokerage fees, advertising, administrative time, labor and materials related to removal of unfinished structures or reconstruction of existing facilities on the Leased Premises, etc.) that LESSOR incurs in returning the Leased Premises to good order and/or preparing it for re-letting, if LESSOR elects to re-let, plus interest on Rent and Additional Rent when due at the rate of six (6%) percent per annum.

11.6.2 LESSOR shall be entitled, but is not obligated, to re-let all or any part of the Leased Premises in LESSOR's name or otherwise, for any duration, on any terms, including but not limited to any provisions for concessions or free rent, or for any amount of rent that is higher than that in this Lease.

11.6.3 LESSOR's election to not re-let all or any part of the Leased Premises shall not release or affect LESSEE's liability for damages. Any suit that LESSOR brings to collect the amount of the deficiency for any rental period will not prejudice in any way LESSOR's rights to collect the deficiency for any subsequent rental period by a similar proceeding. In putting the Leased Premises in good order or in preparing it for re-letting, LESSOR may alter, repair, replace, landscape, remove any unfinished structures or decorate any part of the Leased Premises in any reasonable way that LESSOR considers advisable and necessary to re-let the Leased Premises. LESSOR's alteration, repair, removal of unfinished structures, replacement, landscape or decoration will not release LESSEE from liability under this Lease.

11.6.4 LESSOR is not liable in any way for failure to re-let the Leased Premises, or if the Leased Premises are re-let, for failure to collect the rent under the re-letting. LESSEE will not receive any excess of the net rents collected from re-letting over the sums payable by LESSEE to LESSOR under this Section.

11.6.5 The obligations of LESSOR under this Lease do not constitute personal obligations of the public officials, charter officers, employees or agents of LESSOR, and LESSOR will not seek recourse against the public officials, charter officers, employees or agents of LESSOR or any of their personal assets for such satisfaction. LESSOR shall not be liable for consequential, special, punitive, indirect or exemplary damages to LESSEE.

11.7 **Insolvency or Bankruptcy.** Subject to the provisions hereof respecting severability, should LESSEE at any time during the Term suffer or permit the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or an assignment of LESSEE for the benefit of creditors, or any action taken or suffered by LESSEE under any insolvency, bankruptcy, or reorganization act, such action shall at LESSOR's option, constitute a breach and default of this Lease by LESSEE and LESSEE agrees to provide adequate protection and adequate assurance of future performance to the LESSOR which will include, but not be limited to the following:

11.7.1 All monetary and non-monetary defaults existing prior to the breach or default referenced above shall be cured within the time specified above and shall include all costs and reasonable attorneys' fees expended by LESSOR to the date of curing the default.

11.7.2 All obligations of the LESSEE must be performed in accordance with the terms of this Lease and Agreements. If at any time during the pendency of the bankruptcy proceeding the LESSEE or its successor in interest fails to perform any of the monetary or non-monetary obligations under the terms of this Lease or Agreements, or fails to cure any pre-filing default, the LESSEE HEREBY STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

11.8 **Condemnation.** Upon a condemnation, any awards are subject to the terms of the Agreements, it being acknowledged that Facilities Landlord holds all right, title and interest in the ISHOF Improvements.

11.9 **Holding Over.** LESSEE will, at the termination of this Lease by lapse of time or otherwise yield immediate possession of the Leased Premises. Without limiting LESSOR's rights and remedies set forth in this Lease, in the event of holding over by LESSEE after the expiration of the Lease Term or other termination of this Lease, or in the event LESSEE continues to occupy the Leased Premises after the termination of LESSEE's right of possession or occupancy of the Leased Premises subsequent to such termination or expiration shall be that of a tenancy at sufferance and in no event for month-to-month or year-to-year, but LESSEE shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to double the Rent paid the year immediately preceding the holdover period for the Leased Premises. No holding over by LESSEE or payments of money by LESSEE to LESSOR after the expiration of the term of this Lease shall be construed to extend the Lease Term or prevent LESSOR from recovery of immediate possession of the Premises by summary proceedings or otherwise.

11.10 **Cumulative Remedies.** LESSOR's remedies contained in the Lease are in addition to the right of a Landlord under Florida Statutes governing non-residential Landlord-Tenant relationships and to all other remedies available to a landlord at law or in equity.

11.11 **Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Tenant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Tenant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israeli has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

ARTICLE 12 - MISCELLANEOUS

12.1 **Requirement for Notice.** LESSEE shall give LESSOR, HOFPP and the Facilities Manager prompt written notice of any accidents on, in, over, within, under and above the Leased Premises in which damage to property or injury to a person occurs. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Lease, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand-delivery, overnight delivery by a nationally recognized service such as Federal Express, or by email to the addresses set forth below, or at such other address or addresses and to such other person or firm as LESSOR or LESSEE may from time to time designate by notice as herein provided. All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder: (a) upon receipt, if hand-delivered or (b) the next day if by overnight delivery.

To: Lessee Chief Executive Officer
 1 Hall of Fame Drive
 Fort Lauderdale, FL 3316

To: Lessor City Manager
 City of Fort Lauderdale
 101 NE Third Avenue,
 Fort Lauderdale, FL 33301

With a Copy to:
City Attorney
City of Fort Lauderdale
1 East Broward Blvd., Suite 1605
Fort Lauderdale, Fl 33301

To: Hensel Phelps Services LLC
888 SE 3rd Avenue, Suite 200
Fort Lauderdale, Fl 33316

To: HOFPP
c/o Capital Group P3
Development of Florida LLC
55 NE 5th Avenue, Suite 501
Boca Raton, Fl 33432
Attn: Mario Caprini

12.2 **Time Is of The Essence.** Time is of the essence as to the performance of all terms and conditions under this Lease.

12.3 **LESSOR'S Cumulative Rights.** LESSOR's rights under this Lease are cumulative, and LESSOR'S failure to promptly exercise any rights given under this Lease shall not operate or forfeit any of these rights.

12.4 **Modifications, Releases and Discharges.** No modification, release, discharge or waiver of any provision of this Lease will be of any effect unless it is in writing and signed by the LESSOR and LESSEE.

12.5 **Time.** In computing any period of time expressed in day(s) in this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

12.6 **Captions.** The captions, headings and title of this Lease are solely for convenience of reference and are not to affect its interpretation.

12.7 **Survival.** All obligations of LESSEE hereunder not fully performed as of the expiration or earlier termination of the Term of this lease shall survive the expiration or earlier termination of the Term hereof.

12.8 **Delays beyond control of Lessor or Lessee.** Whenever a period of time is herein prescribed for action to be taken by LESSOR or LESSEE, LESSOR or LESSEE shall not be liable or responsible for and there shall be excluded from the computation for any such period of time, any delays due to causes which are beyond the control of LESSOR or LESSEE. Financial inability to perform or lack of funding shall not be deemed a cause beyond the control of LESSEE.

12.9 **Assignment, Pledge, Security Interest.** LESSEE may not, without LESSOR's prior written consent, grant a mortgage or other security interest, in its leasehold interest in the Leased Premises. Any grant by LESSEE of a mortgage or security interest in its leasehold interest by LESSEE without LESSOR'S prior written consent will be null and void. Nothing herein shall be construed as a right to encumber or subordinate the interest of the LESSOR in the Leased Premises, of which encumbrance or subordination is prohibited.

12.10 **Interpretation of Lease; Severability.** This Lease shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Lease, or the application of the remainder of the provisions, shall not be affected. Rather, this Lease is to be enforced to the fullest extent permitted by law. Each covenant, term, condition, obligation or other provision of this Lease is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Lease, unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12.11 **Successors.** This Lease shall be binding on and inure to the benefit of the parties, their successors and permitted assigns.

12.12 **No Waiver of Sovereign Immunity.** Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including LESSOR, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

12.13 **No Third-Party Beneficiaries.** Except as may be expressly set forth to the contrary herein, the parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Lease. None of the parties intend to directly or substantially benefit a third party by this Lease. The parties agree that there are no third-party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against any of the parties based on this Lease. Nothing herein shall be construed as consent by Lessor to be sued by third parties in any manner arising out of any Lease.

12.14 **Non-Discrimination.** LESSEE shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Lease because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12.15 **Records.** Each party shall maintain its own respective records and documents associated with this Lease in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

12.15.1 LESSEE and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction and/or maintenance of the Leased Premises shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(b) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to LESSEE for the duration of the Lease and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(d) Upon completion of said construction at the Leased Premises, transfer, at no cost, to CITY all public records in possession of LESSEE or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the construction on the Leased Premises, LESSEE and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE or Contractor keeps and maintains public records upon completion of any construction on the Leased Premises, LESSEE and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

(e) **If LESSEE or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to LESSEE or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.**

12.16 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12.17 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease has been their joint effort.

12.18 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Lease and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not

be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

12.19 **Governing Law.** This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, LESSEE expressly waives whatever other privilege to venue it may otherwise have.

12.20 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Lease if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, pandemics, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of LESSEE be deemed Force Majeure.

12.21 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.22 **Loss of Non-Profit Status.** LESSEE's Parent Company is a tax-exempt organization as recognized by the Internal Revenue Service. If the Parent Company non-profit status is revoked by the IRS due to Parent Company or LESSEE's actions (as opposed to changes in the law governing non-profits), such revocation shall constitute an event of default under this Lease and LESSOR shall be entitled to exercise any and all remedies available under this Lease, including, termination of this Lease.

12.23 **Broker.** Each party hereby represents and warrants to the other, that it has neither contacted nor entered into an agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, or taken any action that would result in any real estate broker's, finders, or other fees or commissions being due or payable to any other party with respect to the transaction contemplated by this Lease. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including reasonable attorney's fees) resulting to the other party from a breach of the representation made by the indemnifying party in this Section.

12.24 **Public Entity Crime.** As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, LESSEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the Commencement Date hereof. This notice is required by Section 287.133(3)(a), Florida

Statutes.

12.25 **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

12.26. **Governing Body.** During the term of this Lease, LESSOR shall have the right to appoint one voting member, with full rights, powers and privileges, to the governing body of the LESSEE and LESSEE shall amend its charter documents, if necessary to authorize this power of appointment.

12.27 **Florida Foreign Entities Act.** Pursuant to the Florida Foreign Entities Act, Sections 692.202-205, Florida Statutes, Foreign Principals of Foreign Countries of Concern are prohibited from owning or acquiring any interest in certain types of Florida real property. LESSEE represents that neither it nor, to the best of LESSEE's knowledge, after due inquiry, any of LESSEE's principals, officers, directors, employees, subsidiaries, affiliates, agents or representatives, is a Foreign Principal as defined in the Florida Foreign Entities Act. LESSEE further represents and warrants that it, to the best of LESSEE's knowledge, after due inquiry, its principals, officers, directors, employees, subsidiaries, affiliates, agents and representatives are and have been in compliance, and will comply strictly throughout the performance of this Sublease with the Florida Foreign Entities Act, and LESSEE has instituted and maintains policies and procedures reasonably designed to promote and achieve compliance with the Florida Foreign Entities Act and with the representations and warranties contained herein. LESSEE shall not take any action or omit to take any action that it believes, in good faith, would be in violation of the Florida Foreign Entities Act. LESSEE shall notify LESSOR immediately of any non-compliance with or breach of the covenants, representations and warranties contained in this section. LESSOR shall have the right to unilaterally terminate this Lease and/or pursue any other remedies available to it at law or in equity in the event of any non-compliance with or breach of the covenants, representations and warranties contained in this section. LESSEE acknowledges that LESSOR will rely upon the foregoing representations and warranties to establish LESSEE's compliance with the Florida Foreign Entities Act.

12.28 **Dispute Resolution.** If a dispute arises with respect to this Lease, the parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them demanding mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement the parties may use a nonbinding form of dispute resolution other than mediation.

12.29 **Estoppel Certificate.** LESSEE shall from time to time, within thirty (30) days after request by LESSOR or HOF, execute, acknowledge, and deliver to LESSOR a statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing any instruments of modification), the dates to which Rent and other charges have been paid, whether or not LESSOR is in default hereunder, whether LESSEE has any claims or demands against LESSOR (and, if so, the default, claim, and/or demand shall be specified) and any other information that may be required by LESSOR, any prospective purchaser, ground lessor or mortgagee of the Leased Premises and such statement may be delivered by LESSOR to any prospective purchaser, ground lessor or mortgagee of the Leased Premises and may be relied upon by

such prospective purchaser, ground lessor or mortgagee.

12.30 **Cross Default**. Contemporaneously with execution of this Lease, LESSOR and the Parent Company have entered into a similar sublease. A default under the sublease with the Parent Company shall be deemed a default under this Lease and a default under this Lease shall be deemed a default under the Parent Company's sublease, in which event LESSOR shall be entitled to exercise any and all remedies provided by law, including without limitation the right to pursue damages and/or the right to pursue equitable remedies such as injunctive relief or specific performance.

[Signature Pages to Follow]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written below.

WITNESSES:

[Witness print or type name]

[Witness print or type name]

**CITY OF FORT LAUDERDALE, a
Florida municipal corporation**

By: _____

Mayor

Print Name: _____

Date: _____

By: _____

City Manager

Print Name: _____

Date: _____

ATTEST:
(CORPORATE SEAL)

City Clerk

Print Name: _____

APPROVED AS TO FORM AND
CORRECTNESS:

City Attorney

Print Name: _____

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public Signature

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

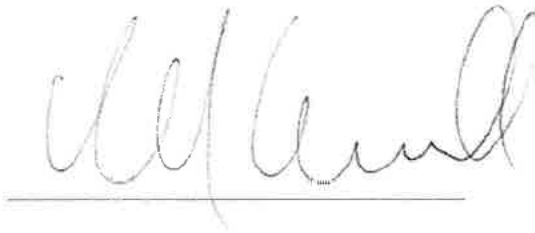
Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number

WITNESSES:



LINDA CARROLL

Type or print name



JAMES CARROLL

Type or print name

ISHOF PENINSULA LLC,

a Florida limited liability company,

By: **INTERNATIONAL SWIMMING HALL
OF FAME, INC., a Florida not-for-profit
corporation, its Manager**

By: 
William Kent, Chairman

Attest: 
Mike Dooley, Secretary

Date: 5/19/2024

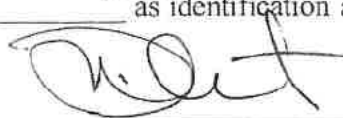
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of May, 2024, by William Kent, Chairman and Mike Dooley, Secretary of INTERNATIONAL SWIMMING HALL OF FAME, INC., a Florida not-for-profit corporation, as the Manager of ISHOF PENINSULA LLC, a Florida limited liability company on behalf of said company. He/She/They is/are personally known to me or produced (Insert Proof of Identification) _____ as identification and did / did not take an oath.

(SEAL)



Denise Wilnot Bernard
Notary Public
State of Florida
Comm# HH096194
Expires 2/22/2025



Notary Public signature

Denise Wilnot Bernard

Name Typed, Printed or Stamped

My Commission Expires: 2/22/25

Commission Number: HH096194

EXHIBIT D

SNDA

This instrument was prepared by
and after recording return to:

Philip M. J. Edison, Esq.
Chapman and Cutler LLP
320 South Canal Street, Suite 2700
Chicago, Illinois 60606

Property Address:
501 Seabreeze Boulevard
Fort Lauderdale, Florida 33316
Broward County

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT ("*SNDA Agreement*") is made and entered into as of the 10th day of October, 2024, by and among WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust ("*Lender*"), HALL OF FAME PARTNERS, LLC, a Florida limited liability company, as landlord ("*Facilities Landlord*"), THE CITY OF FORT LAUDERDALE, FLORIDA, as tenant ("*Facilities Tenant*") and MACQ - FLORIDA II, LLC, a Delaware limited liability company, as borrower (the "*Borrower*").

WITNESSETH:

WHEREAS, Facilities Tenant is the recipient of the Dedication from the Trustees of the Internal Improvement Fund of the State of Florida recorded in Book 2611, Page 314, Official records of Broward County, Florida, in and to the real property described in Exhibit A attached hereto and incorporated herein for all purposes (as hereinafter defined) ("*Property*") and has ground leased the Property to Facilities Landlord pursuant to that certain Ground Lease dated as of October 10, 2024 (the "*Ground Lease*"); and

WHEREAS, Facilities Landlord has leased to Facilities Tenant the Property together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in the Mortgage (as hereinafter defined) (the property which is the subject of such

SCHEDULE A
LEGAL DESCRIPTION

[to come]

A Leasehold estate created by that certain Ground Lease from the City of Fort Lauderdale, a Municipal corporation of the State of Florida, Lessor, to Hall of Fame Partners LLC, a Florida limited liability company, Lessee, creating the Leasehold Estate to the land, dated as of _____, 2024, evidenced by the Memorandum of Ground Lease recorded on _____, 2024 in Instrument # _____, of the Public Records of Broward County, Florida, for an initial term of 30 years, demising the following described lands:

A PORTION OF PARCEL "A", INTERNATIONAL SWIMMING HALL OF FAME COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST RIGHT OF WAY LINE OF SEABREEZE BOULEVARD (STATE ROAD A-1-A) THE FOLLOWING TWO (2) COURSES: (1) SOUTH 01°39'43" EAST 192.47 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; (2) SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1375.00 FEET; A CENTRAL ANGLE OF 04°04'09", AND AN ARC DISTANCE OF 97.65 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES: (1) SOUTH 88°23'17" WEST, 177.79 FEET; (2) SOUTH 88°43'17" WEST, 501.09 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 90°06'01" AND AN ARC DISTANCE OF 157.25 FEET TO A POINT OF TANGENCY; (2) NORTH 01°10'42" WEST, 90.13 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; (3) NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 89°54'43" AND AN ARC DISTANCE OF 156.93 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID PARCEL "A"; THENCE ALONG THE NORTH LINE OF SAID PARCEL "A" THE FOLLOWING TWO (2) COURSES: (1) NORTH 88°44'01" EAST, 497.15 FEET; (2) NORTH 88°23'18" EAST, 176.14 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°39'43" EAST ALONG THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST RIGHT OF WAY LINE OF SEABREEZE BOULEVARD (STATE ROAD A-1-A) 81.22 FEET; THENCE SOUTH 88°20'17" WEST, 64.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°30'40" EAST, 180.93 FEET; THENCE SOUTH 88°55'57" WEST, 110.87 FEET; THENCE SOUTH 01°16'41" EAST, 13.22 FEET; THENCE SOUTH 88°45'52" WEST, 213.68

FEET; THENCE NORTH 01°17'53" WEST, 86.56 FEET; THENCE NORTH 46°13'17" WEST, 13.90 FEET; THENCE SOUTH 01°13'09" EAST, 47.99 FEET ; THENCE SOUTH 88°50'44" WEST, 114.76 FEET; THENCE NORTH 01°20'58" WEST, 104.24 FEET; THENCE SOUTH 88°42'05" WEST, 22.16 FEET; THENCE NORTH 01°06'01" WEST, 46.39 FEET TO A POINT HEREIN AFTER REFERRED TO AS REFERENCE POINT "A"; THENCE NORTH 88°44'23" EAST, 372.33 FEET; THENCE SOUTH 01°41'21" EAST, 5.97 FEET; THENCE NORTH 88°29'26" EAST, 98.24 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING:

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 01°06'01" WEST, 9.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°06'01" WEST, 60.52 FEET; THENCE NORTH 88°39'05" EAST, 444.87 FEET; THENCE SOUTH 01°36'42" EAST, 13.30 FEET; THENCE SOUTH 88°23'18" WEST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 24.73 FEET; THENCE NORTH 88°23'18" EAST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 22.02 FEET; THENCE SOUTH 88°35'16" WEST, 357.17 FEET; THENCE SOUTH 88°36'08" EAST, 88.24 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENT DESCRIBED IN THE INGRESS AND EGRESS EASEMENT FROM THE CITY OF FORT LAUDERDALE, A FLORIDA MUNICIPAL CORPORATION TO HALL OF FAME PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED AUGUST 16, 2024, AND RECORDED ON _____, 2024, IN INSTRUMENT # _____, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SUBJECT TO THE TERMS AND PROVISIONS CONTAINED THEREIN, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "A", INTERNATIONAL SWIMMING HALL OF FAME COMPLEX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 138, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 88°23'18" WEST, ALONG THE NORTH LINE OF SAID PARCEL "A", 89.81 FEET; THENCE SOUTH 01°36'42" EAST, 4.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°36'42" EAST, 13.30 FEET; THENCE SOUTH 88°23'18" WEST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 24.73 FEET; THENCE NORTH 88°23'18" EAST, 10.04 FEET; THENCE SOUTH 01°36'42" EAST, 22.02 FEET; THENCE SOUTH 88°35'16" WEST, 357.17 FEET; THENCE SOUTH 88°36'08" WEST, 88.24 FEET; THENCE NORTH 01°06'01" WEST, 60.52 FEET; THENCE NORTH 88°39'05" EAST, 444.87 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD

COUNTY, FLORIDA.

FACILITIES LANDLORD:

HALL OF FAME PARTNERS, LLC, a Florida
limited liability company

By: Capital Group P3 Developments of Florida
LLC, a Florida limited liability company, its
Manager

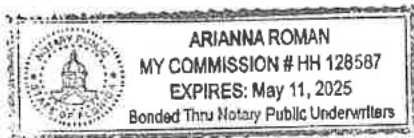
By: Capital Group Ventures LLC, a Florida
limited liability company, its Manager

By: [Signature]
Name: Mario Caprini
Title: Manager

STATE OF FLORIDA)
COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this ____ day of October, 2024, by Mario Caprini, as Manager of Capital
Group Ventures LLC, a Florida limited liability company, the Manager of Capital Group P3
Developments of Florida LLC, a Florida limited liability company, the Manager of Hall of Fame
Partners, LLC, a Florida limited liability company, who ☐ is personally known to me or ☒
provided drivers license for identification.

[Signature]
Notary Public, State of Florida



Arianna Roman / 128587
Printed Name/Commission No.

FACILITIES TENANT:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

Signature

Scott Wyman
[Witness type or print name]

Signature

Cassandra Brown
[Witness type or print name]

ATTEST:

David R. Soloman, City Clerk



By:

Dean J. Trantalis, Mayor

By:

Susan Grant, Acting City Manager

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

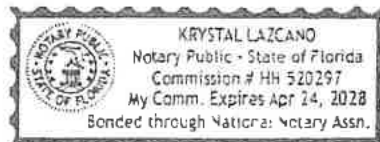
By:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of August, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced _____ as identification.

Krystal Lazcano
Notary Public, State of Florida

Krystal Lazcano
Name of Notary Typed, Printed or Stamped



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☒ physical presence or ☐ online notarization, this 16 day of August, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known to me or has produced _____ as identification.

Krystal Lazcano

Notary Public, State of Florida

Krystal Lazcano

Name of Notary Typed, Printed or Stamped

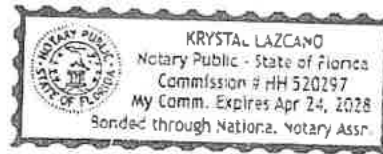


EXHIBIT E

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Any and all rights of the United States of America over navigable waters and artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
4. Rights of the State of Florida or any of its agencies and the United States of America to regulate the use of that portion of the land that is submerged.
5. SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same", as contained in Deed No. 18, 397 of the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 289, Page 450, of the Public Records of Broward County, Florida.
6. Easements and dedications contained on the Plat of INTERNATIONAL SWIMMING HALL OF FAME COMPLEX, recorded in Plat Book 138, Page 19, and shown on the ALTA Survey prepared by Tracy W. Birch, P.S.M. No. 5579, of CARNAHAN PROCTOR & CROSS, Project No. 22407.02, dated May 2, 2024, last revised September 27, 2024.
7. Easement to Florida Power & Light Company, recorded in Official Records Book 12157, Page 486 and shown on survey.
8. Easement to Florida Power & Light Co., Inc., recorded in Official Records Book 27026, Page 661 and shown on survey.
9. Notice Regarding Intracoastal Waterway Right-of-Way, Broward County, recorded in Official Records Book 28071, Page 945.
10. Resolution No. 89-91 regarding the Central Beach Community Development Area, recorded in Official Records Book 38544, Page 1749 and in Official Records Book 38544, Page 1751.
11. Third Amendment to Permit and License Agreement between the City of Fort Lauderdale, a Florida municipal corporation and B-Cycle, LLC, a Delaware limited liability company, recorded in Official Records Book 50899, Page 1294.
12. Notice of Department of the Army Permit, recorded in Instrument # 113913712.
13. Easement to Florida Power & Light Company, recorded in Instrument # 115940588 and shown on survey.
14. Terms and provisions of the Environmental Resource Permit recorded in Instrument # 116565740.

15. Covenants, conditions and restrictions, including provisions for the reversion and forfeiture of title, as set forth in that certain Warranty Deed recorded 8/8/1917 in Deed Book 7, Page 108, as affected by the Release of Restrictions recorded 5/10/1956 in Official Records Book 632, Page 117, and as affected by the Acknowledgement of No Restriction recorded 11/16/1989 in Official Records Book 16932, Page 780.
16. Terms, provisions, conditions and restrictions, including provisions for the termination, reversion and forfeiture of title, contained in the Dedication by the Trustees of the Internal Improvement Fund of the State of Florida recorded in Official Records Book 2611, Page 314.
17. Terms and provisions of the Ingress and Egress Easement and of the Comprehensive Agreement dated August 16, 2024, referred to therein, set forth in the Ingress and Egress Easement from the City of Fort Lauderdale, a Florida municipal corporation, to Hall of Fame Partners LLC, a Florida limited liability company, recorded _____, 2024 in Instrument # _____ and shown on survey.
18. Terms and provisions of the Ground Lease from the City of Fort Lauderdale, a Municipal corporation of the State of Florida, Lessor, to Hall of Fame Partners LLC, a Florida limited liability company, Lessee, for an initial term of 30 years, evidenced by the Memorandum of Ground Lease recorded on _____, 2024 in Instrument # _____.
19. Terms and provisions of the Master Facilities Lease by and between Hall of Fame Partners LLC, a Florida limited liability company, as Facilities Landlord, and the City of Fort Lauderdale, Florida, as Facilities Tenant evidenced by the Memorandum of Master Facilities Lease, recorded on _____, 2024 in Instrument # _____, together with and subject to that certain Subordination, Non-Disturbance and Attornment Agreement recorded _____, 2024 in Instrument # _____.
20. Absolute Assignment of Leases, Rents, by and between Hall of Fame Partners LLC, a Florida limited liability company, as Assignor, and MACQ-FLORIDA II, LLC, a Delaware limited liability company, as Assignee, recorded _____, 2024, in Instrument No. _____, as assigned to Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust, by Instrument # _____.
21. Assignment of Leases and Rents, by Hall of Fame Partners LLC, a Florida limited liability company, as Assignor, and MACQ-FLORIDA II, LLC, a Delaware limited liability company, as Assignee, recorded _____, 2024, in Instrument No. _____, as assigned to Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust, by Instrument # _____.
22. UCC Financing Statement in favor of MACQ-FLORIDA II, LLC, a Delaware limited liability company, secured debtor, recorded _____ in Instrument # _____, as assigned to Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease-Backed Pass-Through Trust by UCC Financing Statement Amendment recorded _____ in Instrument # _____.
23. The following matters disclosed by the ALTA Survey prepared by Tracy W. Birch, P.S.M. No. 5579, of CARNAHAN PROCTOR & CROSS, Project No. 22407.02, dated May 2, 2024, last revised September 27, 2024:
 - a) Florida Power & Light Easement per Plat Book 139, Page 19 and Easement to Florida Power & Light Company Instrument #115940588 extends through pro-shop.
 - b) Guy anchor and concrete driveway crosses the platted 2' sidewalk easement.
 - c) Encroachment of pavers upon the various platted and recorded easements.

- d) Encroachment of proposed ingress and egress easement area onto the FPL Easements in Official Records Book 27026, Page 661 and in Instrument #115940588, and the 10' platted utility easement.
24. Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement from Hall of Fame Partners, LLC, a Florida limited liability company, to MACQ-FLORIDA II, LLC, a Delaware limited liability company, dated _____ recorded _____ in Instrument No. _____ in the amount of \$54,384,000.31; as assigned to Wilmington Trust, National Association, as Trustee of the ISHOF (Fort Lauderdale, FL) Lease Backed Pass-Through Trust, pursuant to Assignment of Leasehold Mortgage dated _____, 2024 recorded _____, 2024 in Instrument No. _____, as recorded in the Public Records of Broward County, Florida.
25. Any lien or right to a lien for services, labor or materials which may take priority over the estate or interest insured by reason of Notice of Commencement recorded _____, 2024 in Instrument #_____.

EXHIBIT F

MEMORANDUM OF MASTERS FACILITIES LEASE

Prepared by:
Leo Rose, Esq.
Schreeder, Wheeler & Flint, LLP
1100 Peachtree St., Suite 800
Atlanta, GA, 30309

MEMORANDUM OF MASTER FACILITIES LEASE

THIS MEMORANDUM OF MASTER FACILITIES LEASE (this "Memorandum"), dated as of the 10th day of October, 2024 (the "Effective Date"), by and between HALL OF FAME PARTNERS, LLC, a Florida limited liability company ("Facilities Landlord") and THE CITY OF FORT LAUDERDALE, FLORIDA ("Facilities Tenant").

WITNESSETH:

WHEREAS, the City of Fort Lauderdale and Hall of Fame Partners, LLC entered into that certain Comprehensive Agreement dated October 24, 2023 (the "Comprehensive Agreement") regarding the development of certain land located in the City of Fort Lauderdale, Broward County, Florida, which land is more particularly described on Exhibit A attached hereto and made a part hereof (the "Land").

WHEREAS, pursuant to the Comprehensive Agreement, (i) the City of Fort Lauderdale, as Ground Lessor, leased the Land to Hall of Fame Partners, LLC, as Ground Lessee, pursuant to that certain Ground Lease of even date herewith and (ii) Facilities Tenant agreed to lease the Premises from Facilities Landlord pursuant to that certain Master Facilities Lease of even date herewith (the "Facilities Lease"); and

WHEREAS, Facilities Landlord and Facilities Tenant mutually desire to notify the world of the existence of the Facilities Lease and certain of its terms.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Facilities Lease. Each and every term of the Facilities Lease is hereby incorporated into this Memorandum as if set forth in full. All terms with initial capital letters that are not defined in this Memorandum shall have the meaning ascribed to them in the Facilities Lease. In the event of any conflict between the terms of this Memorandum and the terms of the Facilities Lease, the terms of the Facilities Lease shall govern.

2. Premises and Term. In consideration of the obligation of Facilities Tenant to pay all Rent, and in consideration of the other terms, provisions and covenants of the Facilities Lease, Facilities Landlord hereby demises and leases to Facilities Tenant, and Facilities Tenant hereby takes from Facilities Landlord, (i) Premises, and (ii) all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto. The term of the Facilities Lease expires on the thirtieth (30th) anniversary of the last day of the month in which the Rent Commencement Date occurs, unless sooner terminated or extended as set forth in the Facilities Lease.

3. Assignment By Facilities Tenant. Facilities Tenant shall not assign, transfer, pledge, hypothecate or grant any security interest in its interest under this Facilities Lease, without the prior written consent of Facilities Landlord and the Mortgagee and unless in compliance with the terms of the Facilities Lease.

4. Mechanic's Liens. Facilities Landlord shall not be liable for any work performed or to be performed on the Premises, or in any building or Improvements thereon, or in connection with any appurtenances thereto, if such work is not performed by Facilities Landlord or Contractor under the Design-Build Agreement. Any claim to or lien upon the Premises arising from any act or omission of Facilities Tenant shall accrue only against the leasehold estate of Facilities Tenant and shall in all respects be subject and subordinate to the interests and rights of Facilities Landlord in and to the Premises.

5. No Amendment to Facilities Lease. This Memorandum is being executed and recorded to evidence the Facilities Lease and shall not be construed to limit, amend or modify the provisions of the Facilities Lease in any respect. Reference is made to the Facilities Lease itself for a complete and definitive statement of the terms of the rights and obligations of Facilities Landlord and Facilities Tenant thereunder.

6. No Merger. There shall be no merger of the Facilities Lease, or of the leasehold estate created by the Facilities Lease, with the fee estate or any other leasehold estate in the Premises by reason of the fact that the Facilities Lease, the leasehold estate created by the Facilities Lease, the Ground Lease, the leasehold estate created by the Ground Lease, or any interest in the Facilities Lease, the Ground Lease or in any such leasehold estates, may be held, directly or indirectly, by or for the account of any person who shall own the fee estate or any other leasehold estate in the Premises or any interest in such fee estate, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises (including without limitation, Facilities Landlord's Mortgagee) and all persons having an interest in the Facilities Lease and the Ground Lease, or in the leasehold estate created by the Facilities Lease and the Ground Lease, shall join in a written instrument effecting such merger and shall duly record the same.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum under seal as of the day and year first above written.

Witnesses:

Signature

Printed Name:

Address:

Signature

Printed Name:

Address:

FACILITIES TENANT:

**CITY OF FORT LAUDERDALE,
FLORIDA**

By:

Name: Susan Grant

Title: City Manager

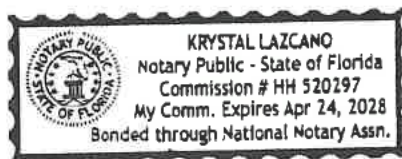
Date of Execution: July 5, 2024

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of July, 2024, by Susan Grant, in her capacity as City Manager of the City of Fort Lauderdale Florida. She is ☒ personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this 5 day of July, 2024.



NOTARY PUBLIC

My Commission Expires:

April 24, 2028

[SIGNATURE OF FACILITIES LANDLORD ON FOLLOWING PAGE]

Witnesses:

Signature

Printed Name: Arianna Roman

Address: 220 SE 2nd St
Fort Lauderdale, FL
33301

Signature

Printed Name: Tanya Orana

Address: 1 E Broward Blvd
Suite 1800
Fort Lauderdale, FL
33301

FACILITIES LANDLORD:

HALL OF FAME PARTNERS LLC, a Florida limited liability company

By: Capital Group P3 Developments of Florida LLC, a Florida limited liability company, its Manager

By: Capital Group Ventures LLC, a Florida limited liability company, its Manager

By: _____
Name: Mario Caprini
Title: Manager

STATE OF FLORIDA

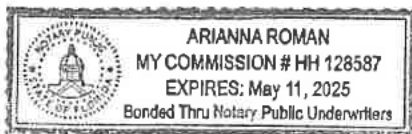
COUNTY OF BROWARD

) SS:

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of October, 2024, by Mario Caprini, as Manager of Capital Group Ventures LLC, a Florida limited liability company, the Manager of Capital Group P3 Developments of Florida LLC, a Florida limited liability company, the Manager of Hall of Fame Partners LLC, a Florida limited liability company, who ☐ is personally known to me or ☒ has produced diversification as identification.

{Notarial Seal}



Signature

NOTARY SEAL, State of Florida

Print Name: Arianna Roman

My Commission Expires: 5/11/25

My Commission Number: 128587

EXHIBIT G
OTHER AGREEMENTS

1. The Interim Agreement between the Hall of Fame Partners, LLC and the City of Fort Lauderdale dated December 13, 2021
2. Comprehensive Agreement between Hall of Fame Partners, LLC and the City of Fort Lauderdale dated October 24, 2023
3. Ground Lease between the City of Fort Lauderdale, as Ground Lessor, and Hall of Fame Partners, LLC, as Ground Lessee, dated October 10, 2024
4. All agreements and contracts contemplated by the Comprehensive Agreement
5. Any existing or hereafter entered into agreement or contract between Hall of Fame Partners, LLC (or any of its affiliates) and the City of Fort Lauderdale