

EXHIBIT 1H
DRAFT MASTER FACILITIES LEASE AGREEMENT

MASTER FACILITIES LEASE AGREEMENT

THIS MASTER FACILITIES LEASE AGREEMENT (this “Facilities Lease”) is made and entered into as of _____, 2023 (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 _____, 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 _____, 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 _____, 2023 (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, [DESCRIBE VERTICAL IMPROVEMENTS], parking facilities and other improvements required 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”; “Hazardous Conditions”; “Substantial Completion Date”; “Substantially Complete”; and “Punchlist”. The term “Facilities Landlord’s Work” as used in this Facilities Lease shall have the same definition as the term “Work” in the General Conditions which are a part of the Design-Build Agreement.

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) _____ 202_ (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 _____, 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 Contract 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.

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, (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 and (z) this Facilities Lease has been amended in a manner approved by Mortgagee to reflect an increase in the Base Rent to account for the additional funding for the First Phase Improvements by Mortgagee. 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 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 be Substantially Complete 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 is Substantially Complete, 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 . From and after the Delivery Date and during the Term, Facilities Tenant will maintain (excluding the “All-Risk” property insurance described in (ii) below and the business interruption described in (iii) below) or policies procured from insurance companies or providers (i) commercial general liability insurance covering the Premises against claims for personal injury and damage to property with a minimum limit of _____ Million and 00/100 Dollars (\$ __,000,000.00) per occurrence and _____ Million and 00/100 Dollars (\$ __,000,000.00) in the aggregate for property damage, personal injuries or deaths of persons occurring in or about the Premises and (ii) “All-Risk” property insurance on a replacement cost basis for the full insurable value of the First Phase Improvements (including, without limitation, coverage for damages arising from named storms, windstorm and, if applicable, flood), (iii) business interruption insurance in an amount sufficient to cover not less than twenty-four (24) months of Rent hereunder, and (iv) workers’ compensation insurance with no less than the minimum limits required by law. 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, and (E) contain a contractual liability endorsement.

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 (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%)] **[NTD: % MAY CHANGE WITH RATE CHANGE]** (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 fails to meet the requirements of Mortgagee to fund the vertical construction costs for the First Phase Improvements on or before _____, 202_ ; or

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

(D) 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

(E) 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

(F) 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

(G) 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

(H) 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

(I) 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 Landlord 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 _____, 2024 (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 all First Phase Approvals have been received on or prior to the First Phase Approval Date, Facilities Landlord and Facilities Tenant will amend this Facilities Lease to, among other matters, (a) increase the Base Rent as determined solely by Mortgagee to account for the additional funding for the First Phase Improvements by Mortgagee, (b) if necessary, establish a new outside Rent Commencement Date and (c) if necessary, amend the Term to be a date that is thirty (30) years from the anticipated delivery date of the First Phase Improvements (the “First Phase Improvements Amendment”).

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. If Facilities Landlord and Facilities Tenant fail to enter into the First Phase Improvements Amendment within _____ () days after receiving all First Phase Approvals, this Facilities Lease will automatically terminate unless Mortgagee agrees in writing to extend the outside date to enter into the First Phase Improvements Amendment. 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, 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 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 _____ 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 [•] 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

With a copy to:

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

With a copy to:

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

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.

FACILITIES LANDLORD:

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

Witnesses:

Printed Name:

By: _____
Name: _____
Title: Manager

Printed Name:

Date of Execution: _____, 2023

)

STATE OF _____

) SS:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as Manager of Hall of Fame Partners, LLC, a Florida limited liability company, who ☐ is personally known to me or ☐ has produced _____ as identification.

{Notarial Seal}

NOTARY SEAL, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

FACILITIES TENANT:

CITY OF FORT LAUDERDALE, FLORIDA

Witnesses:

Printed Name:

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2023

Printed Name:

STATE OF FLORIDA

)

) SS:

COUNTY OF BROWARD

)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____ of City of Fort Lauderdale, who ☐ is personally known to me or ☐ has produced _____ as identification.

{Notarial Seal}

NOTARY SEAL, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission Number: _____

EXHIBIT A
LEGAL DESCRIPTION OF LAND

EXHIBIT B

BASE RENT

[NOTE: THE BASE RENT FOR LEASE YEAR ONE TO BE INCLUDED IN THE TABLE BELOW SHALL BE CAPPED AT ELEVEN MILLION AND 00/100 DOLLARS (\$11,000,000) – ASSUMING THE FIRST PHASE AND ALL ADDITIONAL PHASES ARE CONSTRUCTED. SUBSEQUENT LEASE YEARS WILL BE SUBJECT TO A THREE PERCENT (3%) ANNUAL INCREASE. THE BASE RENT WILL BE DETERMINED UPON FINALIZATION OF THE CONSTRUCTION BUDGET AND PHASING. THE FINAL BUDGET WILL INCLUDE A STABILIZATION RESERVE FOR USE DURING THE LEASE-UP PERIOD.]

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

Lease Year	Base Rent
1	
2	
3	
4	
5	
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16	
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32

EXHIBIT C
ISHOF MUSEUM SUBLEASE

EXHIBIT C-1
ISHOF AFFILIATE SUBLEASE

EXHIBIT D

SNDA

EXHIBIT E
PERMITTED ENCUMBRANCES

EXHIBIT F
MEMORANDUM OF LEASE

EXHIBIT G
OTHER AGREEMENTS

1. The Interim Agreement between the Hall of Fame Partners, LLC and the City of Fort Lauderdale dated _____, 202__
2. Comprehensive Agreement between Hall of Fame Partners, LLC and the City of Fort Lauderdale dated _____, 2023
3. Ground Lease between the City of Fort Lauderdale, as Ground Lessor, and Hall of Fame Partners, LLC, as Ground Lessee, dated _____, 2023
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