

GROUND LEASE

THIS GROUND LEASE (this "Ground Lease"), dated as of the _____ day of _____, 2023 (the "Effective Date") by and between THE CITY OF FORT LAUDERDALE, FLORIDA ("Ground Lessor"), and HALL OF FAME PARTNERS, LLC, a Florida limited liability company ("Ground Lessee").

WITNESSETH:

WHEREAS, Ground Lessor supervises and manages the Land hereinafter described, pursuant to that certain Dedication from the Trustees of the Internal Improvement Trust Fund of the State of Florida, as recorded in Official Records Book 2611, Page 315, of the Public Records of Broward County, Florida (the "Dedication"); and

WHEREAS, Ground Lessee desires to lease the Land and construct certain improvements thereon; and

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

1. Premises and Term. In consideration of the obligation of Ground Lessee to pay Base Ground Lease Rent as hereinafter provided, and in consideration of the other terms, provisions and covenants hereof, Ground Lessor hereby demises and leases to Ground Lessee, and Ground Lessee hereby takes from Ground Lessor, that certain tract or parcel of land situated at Broward County, Florida, and further described on Exhibit A attached hereto and incorporated herein (the "Land"), together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto (the "Premises"), TO HAVE AND TO HOLD the same for a term of thirty (30) years and one (1) day following the Rent Commencement Date, as defined herein, such term commencing on the date of execution hereof. The term of this Ground Lease (herein referred to as the "Term") (i) will automatically be extended until one (1) day following any extension of the stated term under the Master Facilities Lease (as defined below), which term is currently thirty (30) years following the Rent Commencement Date, and (ii) may be extended by any Master Facilities Lease Default Extension Term (as defined below) or (iii) may be shortened as provided herein.

2. Liens; Bonds. In connection with any construction on the Land by Ground Lessee, Ground Lessee covenants and agrees with Ground Lessor that Ground Lessee will not permit or suffer to be filed, recorded or claimed against Ground Lessor or against the Premises or any building, structure or improvement constructed thereon any mechanic's, materialmen's or similar lien. In the event any such lien shall be filed or recorded, Ground Lessee shall, at its own expense, cause the same to be cancelled or bonded and discharged of record within forty-five (45) days after Ground Lessee shall have received notice of the filing thereof from Ground Lessor, provided that Ground Lessee shall have the right to contest the validity or amount thereof so long as such lien is discharged of record by bonding or any other method permitted by law. In the event Ground Lessee fails to timely discharge any such liens by payment or bond, Ground

Lessor may (but shall not be obligated to) pay the amount of such lien or discharge the same by bonding, and the amount so paid or the costs of such bond, and related costs, expenses and fees, shall be deemed to be Additional Rent (as defined herein) due hereunder and shall be due and payable upon demand by Ground Lessor. Notwithstanding the foregoing, Ground Lessee shall not be obligated to discharge any mechanic's, materialmen's or similar lien that arises (i) from any work performed or caused to be performed on the Premises by, through or under the "Facilities Tenant" under the Master Facilities Lease or any subtenant or sub-subtenant of Facilities Tenant, (ii) from an obligation not assumed by Ground Lessee under any Design-Build Construction Agreement between Hall of Fame Partners, LLC and Hensel Phelps Construction Co., a Delaware a general partnership (as may be thereafter amended, a "Design-Build Agreement") entered into pursuant to that certain Comprehensive Agreement between the City of Fort Lauderdale, Florida and Hall of Fame Partners, LLC dated _____, 2023 (the "Comprehensive Agreement"), (iii) from any work necessary for the construction of the ISHOF Improvements (as defined below) relating to retained obligations by Ground Lessor under the Design-Build Agreement or Comprehensive Agreement for which Ground Lessor separately contracts with a third party contractor, or (iv) from any design-build agreement for a future phase pursuant to the Comprehensive Agreement.

3. Rent.

a. Ground Lessee, in consideration of the leasing of the Premises to Ground Lessee by Ground Lessor during the Term, shall pay to Ground Lessor rent (the "Base Ground Lease Rent") equal to Five Thousand and NO/100 DOLLARS (\$5,000.00), in advance, within one (1) business day after the Effective Date of this Ground Lease.

b. All Base Ground Lease Rent and other sums to be paid by Ground Lessee to Ground Lessor hereunder (such other sums, "Additional Rent") shall be paid to Ground Lessor as and when the same shall become due at the address specified in Paragraph 20 of this Ground Lease, or at such other address as may hereafter be designated by Ground Lessor by written notice delivered to Ground Lessee.

c. In the event the Term is extended by exercise of the Master Facilities Lease Default Extension Term (as that term is defined below), the Base Ground Lease Rent described in Section 3.b. above shall be deemed to cover the entire Term and the Master Facilities Lease Default Extension Term, subject to Sections 19.a and 19.c hereof.

4. Permitted Uses. Until the termination or expiration of the Master Facilities Lease, the Premises shall be used by Ground Lessee solely to construct, maintain, repair, replace and operate the "ISHOF" improvements pursuant to and as defined in the Comprehensive Agreement (collectively, the "ISHOF Improvements") and for all purposes allowable under that certain Master Facilities Lease Agreement dated of even date herewith from Hall of Fame Partners, LLC, as "Facilities Landlord" (and in such capacity, referred to herein as "Facilities Landlord"), to the City of Fort Lauderdale, Florida, as "Facilities Tenant" (and in such capacity referred to herein as "Facilities Tenant"), whereby Facilities Tenant leases the Premises and the ISHOF Improvements from Facilities Landlord (the "Master Facilities Lease") for an initial term of thirty (30) years from the Rent Commencement Date, as that term is defined in the Master Facilities Lease. All references herein to "Master Facilities Lease Term" shall refer to the

“Term” as defined in the Master Facilities Lease, regardless of whether the Master Facilities Lease is extended or is terminated early due to a default by Facilities Tenant thereunder. It is hereby understood that the Premises shall be limited to the construction of the ISHOF Improvements, and Ground Lessee shall not construct additional improvements on the Land unless in accordance with the express terms of this Ground Lease or the Master Facilities Lease; provided however that in the event the Master Facilities Lease is terminated early pursuant to its terms as a result of a default by Facilities Tenant thereunder, or the Master Facilities Lease Default Extension Term (as defined below) is in effect, Ground Lessee shall be entitled to use the Premises for any lawful use (including construction of additional improvements) without the foregoing restrictions.

5. Utilities and Streets; Easements. Ground Lessee shall be responsible for and shall pay, or caused to be paid, all charges (including tap, transformer, connection, availability and “impact” charges) incurred for the use of utility services at the Premises or in connection with the construction and completion of the ISHOF Improvements, including, without limitation, electricity, water, sanitary sewer, gas and telephone services; provided, however, Ground Lessor shall cooperate with and assist Ground Lessee in obtaining any such utilities, and Ground Lessee shall be entitled to act as the agent and attorney-in-fact of Ground Lessor if necessary in order to obtain any such utilities. All easements, including, but not limited to, utility easements, are expressly prohibited without the prior written consent of Ground Lessor, which consent shall not be unreasonably withheld, delayed or conditioned, provided, however, no consent from Ground Lessor shall be required in the event of any uncured default by Facilities Tenant under the Master Facilities Lease. Any easement not approved in writing by Ground Lessor shall be void and without legal effect, unless such approval is not required. Notwithstanding the foregoing, Ground Lessee’s obligations under this Section 5 shall automatically be deemed satisfied during the Master Facilities Lease Term. During the pendency of any Master Facilities Lease Default Extension Term (as defined below), Ground Lessee shall be excused from performing the obligations under this Section 5.

[NTD: INSERT PROVISION TO ADDRESS SHARED PARKING, ROADS, UTILITIES WITH SWIMMING/DIVING POOL FACILITIES RETAINED BY THE CITY AND NOT LEASED TO HOFFP.]

6. Taxes.

a. In consideration of Ground Lessee’s agreement to construct the ISHOF Improvements pursuant to the pursuant to the Comprehensive Agreement, Ground Lessor covenants and agrees with Ground Lessee that Ground Lessor shall pay, before any fine, penalty, interest or cost may be added thereto or become due or be imposed by operation of law for the nonpayment thereof, and to the extent not subject to exemption due to Ground Lessor’s status as a municipality in the State of Florida, all taxes, assessments, charges or other governmental impositions, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever, which at any time during the Term of this Ground Lease may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on: (i) the Premises or the ISHOF Improvements or any part thereof, (ii) the rent and income received from sublessees and sub-subleases of the Premises, or (iii) any use or occupation of the Premises or the ISHOF Improvements. In no event, however, shall Ground

Lessor be liable hereunder for or be required to pay any income, profit, excise, franchise, estate or inheritance taxes of Ground Lessee, or any taxes, assessments or governmental impositions in replacement or substitution of the foregoing or of a similar character.

b. Ground Lessor shall pay the taxes and other charges as enumerated in this Section 6 and shall deliver to Ground Lessee, upon Ground Lessee's request, official receipts evidencing such payment, which payment of taxes shall be made before the date such taxes would become delinquent. If, however, Ground Lessor desires to contest the validity of any tax or tax claims, Ground Lessor may do so at its sole cost and expense, and in such cases the disputed charge need not be paid until finally adjudged to be valid, unless the payment of all or some of the disputed taxes prior to the delinquency date is a legal prerequisite to such contest. At the conclusion of such contest, Ground Lessor shall pay the charge contested to the extent it is held valid, together with all court costs, interests, penalties and other expenses relating thereto.

c. In the event that Ground Lessor shall fail, refuse or neglect to make the payments required by this Section 6, then Ground Lessee may, at its option, pay the same, and the amount or amounts so paid, including reasonable attorneys' fees and expenses incurred by Ground Lessee in connection therewith, shall be repaid by Ground Lessor to Ground Lessee, upon the demand of Ground Lessee.

7. Liability.

a. Ground Lessor shall not be liable to Ground Lessee or any sublessee of the Premises or to their respective employees, agents, patrons or invitees, for any injury or damage to persons' or property on or about the Premises from any cause whatsoever, except as a result of the negligence of Ground Lessor, its agents or employees.

b. Ground Lessee shall not be liable to Ground Lessor or any sublessee of the Premises or to their respective employees, agents, patrons or invitees, for any injury or damage to persons' or property on or about the Premises from any cause whatsoever, except as a result of the negligence of Ground Lessee or its contractors, agents or employees (excluding, however, the contractor under the Design-Build Agreement).

c. Ground Lessee shall, throughout the Term hereof, at its sole cost and expense, cause to be written public liability insurance insuring Ground Lessee against any and all claims and demands made by any person or persons whomsoever for injuries received or damages incurred in connection with the construction, operation or maintenance of the Premises or for any other risks normally and customarily insured against by such policies, in the manner and amounts required under the Comprehensive Agreement. Notwithstanding the foregoing, Ground Lessee's obligations under this Section 7.c shall automatically be deemed satisfied during the Master Facilities Lease Term. During the pendency of any Master Facilities Lease Default Extension Term, Ground Lessee shall be excused from performing the obligations under this Section 7.c.

8. Property Insurance.

a. Ground Lessee shall, at all times during the Term of this Ground Lease, insure or cause to be insured all of the ISHOF Improvements, to the extent insurable, against all loss or damage thereto caused by fire, or other casualty insured by commercially available property and casualty and liability insurance. Property and casualty coverage policy shall be in amounts required under the Comprehensive Agreement. Ground Lessee shall furnish to Ground Lessor current certificates of insurance to the effect that the insurance required by this Section 8 is in force.

b. Ground Lessee shall not be required to rebuild or restore the ISHOF Improvements in the event of a casualty or damage to the ISHOF Improvements, but this Ground Lease shall continue in full force and effect. If Ground Lessee does not rebuild the ISHOF Improvements within a reasonable time after a casualty or damage to the ISHOF Improvements, Ground Lessee shall be responsible for removing all rubble and debris caused by such damage or destruction and shall cause the Premises to be restored to a neat, clean, sightly and safe condition, which obligation shall survive a termination of this Ground Lease as a result of Ground Lessee's default.

c. Ground Lessor and Ground Lessee agree that any money received from such insurance shall belong to Ground Lessee, and Ground Lessor shall have no claim against any such insurance proceeds.

d. With the exception of builder's risk insurance, which must be maintained by Ground Lessee or its contractor from the commencement of construction of the ISHOF Improvements until Final Completion (as defined in the Design-Build Agreement) as required under the Comprehensive Agreement, Ground Lessee's obligations under this Section 8 shall automatically be deemed satisfied during the Master Facilities Lease Term. During the pendency of any Master Facilities Lease Default Extension Term, Ground Lessee shall be excused from performing the obligations under this Section 8.

9. Repairs. Ground Lessor shall not be required to make any repairs to the ISHOF Improvements during the Term hereof. Ground Lessee shall maintain the ISHOF Improvements, if and when constructed, in good order and repair and in accordance with all governmental regulations; provided, however, the foregoing shall not be deemed (a) to require Ground Lessee to construct any improvement, (b) to require Ground Lessee to repair or rebuild any portion of the ISHOF Improvements after any casualty or damage as provided in Section 8.b hereof, or (c) to restrict Ground Lessee's right hereunder to alter or demolish any portion of the ISHOF Improvements or to construct any new improvements in accordance with Section 8. At the expiration or other termination of this Ground Lease, Ground Lessee shall deliver to Ground Lessor the Premises with any improvements thereon in an "as-is" condition. Notwithstanding the foregoing, Ground Lessee's obligations under this Section 9 shall automatically be deemed satisfied during the Master Facilities Lease Term. During the pendency of any Master Facilities Lease Default Extension Term, Ground Lessee shall be excused from performing the obligations under this Section 9.

10. Title to the ISHOF Improvements. The title to the ISHOF Improvements and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Premises by Ground Lessee, shall be and remain vested in and belong to Ground Lessee until the expiration of the Term of this Ground Lease, unless sooner terminated as provided herein. Upon the expiration or sooner termination of this Ground Lease, title to all such property shall pass to, vest in and belong to Ground Lessor without further action on the part of either party upon acceptance of same by Ground Lessor. Ground Lessee agrees, upon written request of Ground Lessor, to execute any and all documents required, upon expiration or sooner termination of this Ground Lease, to vest title to such ISHOF Improvements and such property in Ground Lessor. So long as Ground Lessee retains ownership of the ISHOF Improvements, Ground Lessee shall be entitled to claim the depreciation thereof for tax purposes.

11. Condemnation.

a. If all the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or be sold to a condemning authority under threat of condemnation, then the Term of this Ground Lease shall cease and terminate as of the date of title vesting pursuant to such proceeding (or sale).

b. Subject to Section 11.e. below, in the event of a partial taking or condemnation which takes less than all of the Premises and the remaining portion can be feasibly operated as then used or intended to be used (including having parking sufficient therefor), as reasonably determined by Ground Lessee, then, subject to the exceptions provided below, this Ground Lease shall continue in full force and effect; provided, however, that prepaid Base Ground Lease Rent allocable to the condemned portion of the Premises from the date of title vesting pursuant to such proceeding (or sale) to the expiration of the Term shall be refunded and the Base Ground Lease Rent shall thereafter be abated and decreased in proportion to the acreage of the Premises so taken (plus the acreage of the Premises which, although not taken, cannot continue to be leased in the same manner as a result of such taking) in comparison to the original acreage of the Premises.

c. Ground Lessor and Ground Lessee each covenant and agree to seek separate awards in all such condemnation proceedings and to use their respective best efforts to see that such separate awards are made at all stages of all proceedings. Subject to Section 11.e. below, if the order or decree in any condemnation or similar proceeding shall fail to separately state the amount to be awarded to Ground Lessor and Ground Lessee by way of compensation, damages, rent, the costs of demolition, removal or restoration, or otherwise, then the award should be apportioned between Ground Lessee and Ground Lessor, with Ground Lessee's share to be based upon the fair market value of its leasehold estate so taken, together with the fair market value of the portion of the ISHOF Improvements (if then existing) so taken as encumbered by this Ground Lease, and with Ground Lessor's share to be based upon the fair market value of the fee simple title to the Land so taken also as encumbered by this Ground Lease, together with the fair market value of Ground Lessor's reversionary interest in the portion of the ISHOF Improvements (if then existing) so taken. Notwithstanding the foregoing to the contrary, Ground Lessee shall be entitled to retain all awards and proceeds payable with respect

to any temporary taking of any portion of the Premises, the term of which temporary taking expires during the Term of this Ground Lease.

d. To the fullest extent allowed by law, Ground Lessor 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. This provision shall survive the termination or expiration of this Ground Lease.

e. Notwithstanding the foregoing, (i) the rights and obligations of Ground Lessor and Ground Lessee in the event of any condemnation or eminent domain proceeding shall be governed by the Master Facilities Lease during the Master Facilities Lease Term, and (ii) during the Master Facilities Lease Term and Master Facilities Lease Default Extension Term this Ground Lease shall not terminate without the written consent of Ground Lessee and the holder (the "Leasehold Mortgage") of the first priority mortgage encumbering Ground Lessee's interest in and to the Premises (the "Leasehold Mortgage").

12. Assignment and Subletting. This Ground Lease shall not be assigned in whole or in part without the prior written consent of Ground Lessor. Ground Lessee shall have an absolute right, at any time and from time to time, to mortgage its leasehold estate in the Premises, and the making of a Leasehold Mortgage, the exercise of the remedy of foreclosure thereunder, or the delivery of a conveyance or assignment in lieu of such foreclosure, shall not require Ground Lessor's consent or approval. In the event of a foreclosure of a Leasehold Mortgage or the delivery of a conveyance or assignment in lieu of such foreclosure, the Leasehold Mortgagee or other purchaser or assignee at such foreclosure shall have the right to assign and sublet the interest of Ground Lessee hereunder to any person or entity for any lawful purpose during the Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any) without obtaining the written consent or approval of Ground Lessor.

13. Default.

a. The following events shall be "Events of Default" under this Ground Lease by Ground Lessee:

- i. After the expiration of the Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any), Ground Lessee shall fail to pay any installment of Additional Rent or other monetary payment required to be paid to Ground Lessor under this Ground Lease as and when the same shall become due and shall not cure such default within fifteen (15) business days after written notice thereof is given by Ground Lessor to Ground Lessee; or
- ii. After the expiration of the Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any), Ground Lessee shall fail to substantially comply with any material term, provision or covenant of this Ground Lease (other than a monetary default) and shall not cure such failure within thirty (30) days after written notice thereof is given by Ground Lessor to Ground Lessee; provided, however, with respect to a

non-monetary default not susceptible of being cured within thirty (30) days, Ground Lessee shall not be in default unless it fails to reasonably commence to cure such default within said thirty (30) day period or fails to diligently prosecute the same to effect such cure within a reasonable time thereafter.

Ground Lessor acknowledges and agrees that by (1) prepaying the Base Ground Lease Rent in full for the Term of this Ground Lease and (2) executing the Master Facilities Lease, Ground Lessee has fulfilled each and every obligation of Ground Lessee under this Ground Lease for the entire Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any) for which a termination remedy is available to Ground Lessor. Notwithstanding the foregoing, however, Ground Lessee shall be liable for any negligence or intentional acts of Ground Lessee or its contractors, agents or employees as described in Section 7.b (“Ground Lessee Acts”); provided, that (y) Ground Lessor’s remedies for any Ground Lessee Acts shall be limited to monetary damages and specific performance, and any such remedies shall be subject and subordinate to the right, title and interest of the Leasehold Mortgagee under and pursuant to the Leasehold Mortgage and the obligations secured thereby, and (z) Ground Lessor shall not be permitted to terminate this Ground Lease in connection with, or as a result of, any Ground Lessee Acts.

b. Upon the occurrence of an Event of Default after the Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any), but not beforehand, Ground Lessor shall have (subject to the terms of subsection c below and Section 19 hereof) the right, at its sole and absolute discretion, to exercise and pursue any one or more of the following rights and remedies without any further notice or demand whatsoever, except as provided in subsection c below:

- i. After a new notice sent after the occurrence of an Event of Default and failure of Ground Lessee to cure within thirty (30) days, terminate this Ground Lease, subject to the rights of any sublessee under Section 21 hereof, in which event Ground Lessee and anyone claiming through Ground Lessee (except as provided in Section 21 hereof) shall immediately surrender the Premises and the ISHOF Improvements to Ground Lessor, and if Ground Lessee or anyone claiming through Ground Lessee fails to do so, Ground Lessor may, without prejudice to any other remedy which it may have, including for possession or arrearages in Base Ground Lease Rent, enter upon and take possession of the Premises and the ISHOF Improvements and expel or remove Ground Lessee and any other person or entity who may be occupying the Premises or the ISHOF Improvements, or any part thereof, without being liable to prosecution or for any claim for damages. Upon such termination, Ground Lessor shall also be entitled to receive all sublease rentals and other income of and from the Premises and the ISHOF Improvements.
- ii. After a new notice sent after the occurrence of an Event of Default and failure of Ground Lessee to cure within thirty (30) days, not terminate this Ground Lease and enter upon and take possession of the Premises and the

ISHOF Improvements and expel or remove Ground Lessee and any other persons who may be occupying the Premises and the ISHOF Improvements (subject to the rights of any sublessee under Section 21 hereof), or any part thereof, without being liable to prosecution or for any claim for damages, and relet the Premises and the ISHOF Improvements, as Ground Lessee's agent, and receive the rent therefor as well as all sublease rental and other income derived from the Premises and the ISHOF Improvements.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy constitute a forfeiture or waiver of any Additional Rent due to Ground Lessor hereunder or of any compensation for any loss, damage, cost, expense or fees accruing to Ground Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Ground Lessor to enforce one or more remedies or partial exercise of any remedy upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

c. Notwithstanding the terms of subsection b above to the contrary, if an Event of Default shall occur under this Ground Lease after the Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any), written notice to such effect shall be sent by Ground Lessor by nationally recognized overnight delivery service or United States certified mail, return receipt requested, postage prepaid, to the Leasehold Mortgagee, if any, and Ground Lessor shall take no action to terminate this Ground Lease (or to terminate any subleases of the Premises) or to interfere with the occupancy, use or enjoyment of the Premises by Ground Lessee or anyone claiming under Ground Lessee, provided that:

- i. If such default shall be a default in the payment of any installment of Additional Rent or any other payment of money under this Ground Lease, the Leasehold Mortgagee shall remedy such default not later than thirty (30) days after the giving of such notice; or
- ii. If such default shall be in failing to observe or perform any other covenant or condition to be observed or performed by Ground Lessee hereunder, and such default can be remedied by the Leasehold Mortgagee without obtaining possession of the Premises, the Leasehold Mortgagee shall remedy such default not later than sixty (60) days after the giving of such notice, provided, however, in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such period of sixty (60) days, the Leasehold Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with diligence and continuity; or
- iii. If such default shall be a default which can only be remedied by the Leasehold Mortgagee upon obtaining possession of the Premises, the Leasehold Mortgagee shall obtain such possession with diligence and continuity, through a receiver, foreclosure or otherwise, and shall remedy

such default within thirty (30) days after obtaining such possession, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such period of thirty (30) days, the Leasehold Mortgagee shall have such additional period as may be reasonably necessary to remedy such default with diligence and continuity.

Upon remedy of continuing Events of Default in accordance with the foregoing, any notice of Ground Lessor advising of any such default or any action of Ground Lessor to terminate this Ground Lease or to interfere with the occupancy, use or enjoyment of the Premises by reason thereof shall be deemed rescinded and this Ground Lease shall continue in full force and effect. Nothing herein contained shall require the Leasehold Mortgagee to remedy or cure any default of Ground Lessee, nor shall the Leasehold Mortgagee be liable therefor except as provided in Section 19.b hereof. Notwithstanding anything herein to the contrary, the provisions of Sections 13.b and 13.c hereof are not intended to expand the definition of “Events of Default” hereunder in any way beyond the matters specified in Section 13.a (and subject to the conditions and limitation set forth in Section 19.a).

14. Statement of Title, Covenant of Quiet Enjoyment and Representation Regarding Entitlements.

a. Ground Lessor states and agrees that (A) as of the date hereof (i) it is the supervisor and manager as aforesaid in the Land pursuant to the Dedication from the Trustees of the Internal Improvement Fund of the State of Florida record in O.R. Book 2611, page 314, Official Records of Broward County, Florida, subject to the easements, restrictions, covenants and other matters set forth in Exhibit B attached hereto and incorporated herein by this reference, (ii) it has full right to lease the Land for the Term set out herein, (iii) it has no knowledge of any condemnation or threat of condemnation affecting any portion of the Premises, and (iv) there are no unpaid assessments against the Land, and (B) during the Term of this Ground Lease Ground Lessor will not encumber the Premises or Ground Lessee's leasehold estate therein, grant any easement or license encumbering the Premises, impose any restrictive covenants on the Premises, or amend or modify (or consent to the amendment or modification of) the zoning classification of the Premises in a manner as would adversely affect Ground Lessee's use and occupancy of the Premises hereunder.

b. Ground Lessor further agrees that so long as Ground Lessee keeps and performs all of the agreements, covenants and conditions by Ground Lessee to be kept and performed, Ground Lessee shall have quiet, undisturbed and continued possession of the Premises during the Term of this Ground Lease, free from any claims of Ground Lessor and all persons claiming by, through or under Ground Lessor, except as set forth in Section 11.

c. The representations and warranties of this section do not extend to any governmental authorizations necessary for Ground Lessee to conduct its operations and do business in the State of Florida.

15. Ground Lessor's Right of Entry. Ground Lessor and its agents and representatives shall have the right to enter upon the Premises or the ISHOF Improvements at all reasonable

times upon reasonable notice to Ground Lessee to examine the condition and use thereof, provided that such right shall be exercised in such manner as not to interfere with Ground Lessee or any of its sublessees in the conduct of their business on the Premises and as not to violate any of the terms of the subleases between Ground Lessee and any of its sublessees.

16. Personal Property and Fixtures. Ground Lessee and its sublessees shall have the right to erect, install, maintain, store and operate within the Premises and the ISHOF Improvements such appliances, furnishings, inventory, equipment, signs, trade and business fixtures and other personal property as may be deemed necessary or appropriate by such parties, and such property shall not be deemed to be part of the Premises or the ISHOF Improvements, but shall remain the property of Ground Lessee or its sublessees, as the case may be. At any time during the Term of this Ground Lease and within thirty (30) days after the termination hereof, Ground Lessee and its sublessees shall have the right to remove from the Premises and the ISHOF Improvements, their appliances, furnishings, inventory, equipment, signs, fixtures and other personal property, as well as nonstructural, decorative alterations.

17. Holding Over By Ground Lessee. Except as otherwise provided in Sections 19 and 21 hereof, should Ground Lessee or any assignee or sublessee holdover the Premises or any part thereof after the expiration or termination of this Ground Lease, such holdover shall not constitute a renewal of this Ground Lease and shall constitute and be construed as a tenancy from month-to-month only, for which Ground Lessee shall pay rental equal to the Base Ground Lease Rent paid or to be paid by Ground Lessee hereunder for the last month of the Term immediately preceding such holdover period, and otherwise subject to all of the conditions, provisions and obligations of this Ground Lease insofar as the same are applicable to a month-to-month tenancy.

18. Waiver of Subrogation. Ground Lessor and Ground Lessee severally waive any and every claim which arises or may arise in its favor and against the other during the Term of this Ground Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises and the ISHOF Improvements, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Ground Lessor and Ground Lessee severally agree immediately to give each insurance company which has issued its policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

19. Leasehold Mortgages.

a. Notwithstanding anything herein or in the Master Facilities Lease to the contrary, following any "Event of Default" (as defined in the Master Facilities Lease) by Facilities Tenant under the Master Facilities Lease (a "Master Facilities Lease Default"), upon written notice given by the Leasehold Mortgagee to Ground Lessor (and without further action, notice or documentation beyond such written notice), the Term of this Ground Lease shall be automatically extended for an additional period of forty-five (45) years from the expiration date of the Term (the "Master Facilities Lease Default Extension Term") commencing upon delivery of the Leasehold Mortgagee's notice to Ground Lessor.

b. Notwithstanding the delivery of any previous notice to the Leasehold Mortgagee under Section 13.c hereof and the failure of the Leasehold Mortgagee to remedy or cure any default identified in such notice, if this Ground Lease shall terminate early for any reason or be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights, Ground Lessor shall give notice of such termination, rejection or disaffirmance to the Leasehold Mortgagee in accordance with Section 13.c hereof, such notice to be given prior to the effective date of such termination, rejection or disaffirmance, and the Leasehold Mortgagee, or a person designated by the Leasehold Mortgagee, shall have the right to enter into a new lease of the Premises with Ground Lessor. Such right shall be exercisable by written notice given to Ground Lessor within thirty (30) days after the date of the Leasehold Mortgagee's receipt of such notice from Ground Lessor. The term of said new lease shall begin on the date of the termination, rejection or disaffirmance of this Ground Lease and shall continue for the remainder of the Term of this Ground Lease plus the Master Facilities Lease Default Extension Term. If the Master Facilities Lease Default Extension Term is not initially in effect under the new lease, it shall automatically be instated under the new lease without further notice to or action by any party upon the occurrence of a Master Facilities Lease Default. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed and thereby extinguished, provided that such new lease shall require the lessee thereunder to promptly commence, and to expeditiously continue, to remedy all defaults on the part of Ground Lessee hereunder to the extent reasonably susceptible of being remedied (but the Leasehold Mortgagee, or its designee acting as lessee under the new lease, shall not be required to remedy any defaults that arise from a default by Facilities Tenant under the Master Facilities Lease). In addition, the Leasehold Mortgagee or designee who enters into a new lease pursuant to this Section 19.a shall have the right to assign and sublet the interest of the lessee thereunder to any person or entity, without obtaining the consent or approval of Ground Lessor. It is the intention of the parties hereto that such new lease shall have the same priority relative to other rights or interests to or in the Premises as this Ground Lease and such priority shall date back to the date of this Ground Lease. The provisions of this Section 19.a shall survive the termination of this Ground Lease and shall continue in full force and effect thereafter to the same extent as if this Section 19.a were a separate and independent covenant and contract among Ground Lessor and Ground Lessee for the benefit of the Leasehold Mortgagee, as third party beneficiary. Ground Lessor shall have no obligation, however, to deliver possession of the Premises to the new lessee, but shall, upon request, assign to the new lessee all subleases of the Premises.

c. In connection with the execution and delivery of a new lease pursuant to Section 19.b, Ground Lessor agrees to quitclaim all of Ground Lessor's right, title and interest in to the new lessee thereunder for the remaining Term of this Ground Lease (including the Master Facilities Lease Default Extension Term, if applicable). At the expiration or sooner termination of the new lease, Section 10 regarding title to the ISHOF Improvements shall govern.

d. Neither the Leasehold Mortgagee, nor its successors or assigns, shall have any liability for the performance or observance of any covenants or conditions to be performed or observed hereunder by Ground Lessee unless and until the Leasehold Mortgagee, its successors or assigns, becomes the owner of Ground Lessee's interest hereunder upon the exercise of any remedy provided for in the Leasehold Mortgage or enters into a new lease with Ground Lessor pursuant to subsection 19.b. above. Thereafter, the Leasehold Mortgagee, or its

successor or assign (as the case may be) that becomes the owner of Ground Lessee's interest hereunder or that enters into a new lease, shall be liable for the performance and observance of such covenants and conditions only for so long as such party owns such interest which has been foreclosed or remains lessee under such new lease, and Ground Lessor agrees to look solely to the interest of such party in the Premises in the event of the breach or default by such party under the terms of this Ground Lease, and agrees that any judgment or decree to enforce the obligations of such party shall be enforceable only to the extent of the interest of such party in the Premises.

e. This Ground Lease cannot be cancelled, surrendered, modified, altered or amended without the prior written consent of the Leasehold Mortgagee given in accordance with Section 13.c hereof. Any cancellation, surrender, modification, alteration or amendment of this Ground Lease without the Leasehold Mortgagee's prior written consent shall be null and void, and this Ground Lease shall continue on the same terms existing prior to such attempted cancellation, surrender, modification, alteration or amendment. This Ground Lease shall under no circumstances be surrendered, and notwithstanding any terms hereof to the contrary, Ground Lessee shall not be entitled to terminate this Ground Lease under any provisions hereof or otherwise without obtaining the prior written consent of the Leasehold Mortgagee, and any such attempted termination by Ground Lessee without such written consent of the Leasehold Mortgagee shall be null and void.

20. Notices. Any notice, demand, request or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person, when delivered to a national overnight delivery service for next day delivery or when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to Ground Lessee or to Ground Lessor at the address set forth below. Notice given by any other means shall be deemed given when actually received in writing. Either party may by notice to the other specify a different address for notice purposes, which shall only be effective upon receipt, except that upon Ground Lessee's taking possession of the Premises, the Premises shall constitute Ground Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Ground Lessor hereunder shall be concurrently transmitted to such party or parties at such addresses as Ground Lessor may from time to time hereafter designate by notice to Ground Lessee. By giving at least ten (10) days' prior written notice thereof, any party hereto may from time to time and at any time change its mailing address hereunder or add additional addressees hereunder.

Ground Lessor: The City of Fort Lauderdale, Florida
100 N Andrews Ave,
Fort Lauderdale, FL 33301
Attn: City Manager

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

Ground Lessee: Hall of Fame Partners, LLC

With a copy to:

Leasehold	_____
Mortgagee:	_____

21. Rights of Sublessees. All subleases, sub-subleases, sub-sub-subleases and other occupancy agreements covering any portion of the Premises or the ISHOF Improvements shall be subject and subordinate to this Ground Lease and the rights of Ground Lessor and Leasehold Mortgagee hereunder.

22. Master Facilities Lease. Notwithstanding anything contained in this Ground Lease to the contrary, in the event of any conflict between the terms of this Ground Lease and the Master Facilities Lease, the Master Facilities Lease shall govern and control. It is the express intention of Ground Lessor and Ground Lessee that each and every obligation of Ground Lessee under this Ground Lease during the Master Facilities Lease Term, other than the obligation to pay Base Ground Lease Rent and any liabilities arising from or attributable to Ground Lessee Acts, shall become the sole and exclusive obligation of Facilities Tenant during the Master Facilities Lease Term.

23. Miscellaneous.

a. Subject to the terms of Section 19.e hereof, this Ground Lease can be altered, amended or modified only by written instrument executed by all such parties.

b. This Ground Lease shall be governed by and construed in accordance with the laws of the State of Florida.

c. This Ground Lease shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors and assigns.

d. Words of any gender used in this Ground Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

e. The captions used in this Ground Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

f. The relationship between Ground Lessor and Ground Lessee at all times shall remain solely that of Ground Lessor and Ground Lessee and shall not be deemed a partnership or joint venture.

g. In case any one or more of the provisions contained in this Ground Lease shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Ground Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

h. The rights and remedies provided by this Ground Lease are cumulative and the exercise or use of any one right or remedy by either party shall not preclude or waive its right to exercise or use any or all other available rights or remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

i. This Ground Lease may not be recorded without the express written consent of Ground Lessee. The parties shall execute a short form memorandum of this Ground Lease substantially in the form attached hereto as Exhibit C and by this reference made a part hereof. Ground Lessee shall record such short form of this Ground Lease, and, after recording, deliver a copy of the recorded document to Ground Lessor. The parties acknowledge that this paragraph i. does not impose any restrictions or limitations on Ground Lessor with respect to its compliance with applicable laws regarding public access to documents and records of Ground Lessor.

j. A brokerage fee with respect to this Ground Lease, the Master Facilities Lease and the related documents is payable by Ground Lessee to Capital Group Realty of Florida, LLC pursuant to a separate written agreement. Other than such fee, each of Ground Lessor and Ground Lessee acknowledges and agrees with the other party that it has not dealt with any real estate broker, agent or finder in connection with this transaction or the ISHOF Improvements, the commissions of which shall be a charge against the other party hereto or the Premises. Ground Lessor and Ground Lessee agree to hold each other harmless from and against any and all claims for brokerage commissions arising by virtue of this Ground Lease and claimed by any broker, agent or finder claiming under and through the indemnitor.

k. Ground Lessor and Ground Lessee agree to execute and deliver to each other, within ten (10) days after request by the other party, a certificate evidencing:

- i. whether or not this Ground Lease is in full force and effect;
- ii. whether or not this Ground Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any;
- iii. whether or not there are existing defaults hereunder to the knowledge of the party executing such certificate, and specifying the nature of such defaults, if any; and

iv. such other matters as may be reasonably requested by the other party.

l. Ground Lessor and Ground Lessee agree that from time to time they will execute and deliver such other and further instruments and assurances as may be reasonably necessary in connection with (i) a leasehold mortgage (or similar security instrument) of Ground Lessee's interest hereunder and (ii) non-disturbance and attornment agreements with sublessees, where required by Section 21 hereof. All of such instruments shall be in form reasonably acceptable to Ground Lessor and Ground Lessee.

m. Ground Lessor shall assist and cooperate with Ground Lessee in connection with obtaining any rezoning of the Premises, or any variances with respect thereto, as well as with obtaining any site plan approvals, grading permits, development permits, building permits, sign permits or any other permits, approvals or licenses required of or from any governmental entities or officials in connection with the development, construction and operation of the ISHOF Improvements. Ground Lessor hereby agrees to execute any applications for any such rezoning, variances, approvals, permits or licenses where reasonably required for purposes of construction of the ISHOF Improvements and hereby appoints and authorizes Ground Lessee, as Ground Lessor's agent and attorney-in-fact, to seek, apply for and pursue such rezoning, variances, approvals, permits or licenses in the name, place and stead of Ground Lessor, but at the sole cost and expense of Ground Lessee.

n. Time is of the essence of this Ground Lease.

o. This Ground Lease, the Master Facilities Lease, the Comprehensive Agreement and related documents executed in connection therewith set forth the entire agreement between Ground Lessor and Ground Lessee, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any covenant, obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party, subject to Paragraph 19 (c) hereof. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

p. The parties hereto intend that this Ground Lease continue in effect and not be terminated or otherwise affected by the doctrine of merger of estates upon the ownership by the same person or entity of both the reversionary interest in the fee simple estate and the leasehold or subleasehold estate under this Ground Lease, except as reflected otherwise by such person or entity owning both estates in a written and recorded document consented to by the Leasehold Mortgagee; provided, however, nothing contained in this subsection p. shall prevent Ground Lessor from exercising any or all of the remedies contained in Section 13 of this Ground Lease.

q. 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 City of Fort Lauderdale or State of 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 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 shall survive the termination of all performance or obligations under this Ground Lease and shall be fully binding until such time as any proceeding brought on account of this Ground Lease is barred by any applicable statute of limitations. Notwithstanding the foregoing, this Section 23.q. 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.

24. Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

“RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.”

25. Environmental Compliance.

a. Except for legitimate business purposes in connection with uses permitted under the Master Facilities Lease, Ground Lessee shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), except in amounts as permitted under applicable Environmental Laws in the course of ordinary business, or allow any other person or entity to do so. Ground Lessee shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in material violation of, any Environmental Laws (as defined below).

b. Ground Lessee shall give prompt notice to Ground Lessor of (i) any proceeding or inquiry by any governmental authority (including without limitation the Florida Department of Environmental Protection or Florida Department of Health) with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Ground Lessee, Ground Lessor or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) Ground Lessee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

c. Ground Lessee shall protect, indemnify and hold harmless Ground Lessor, and its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Premises, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Premises, in any way arising solely from the acts of Ground Lessee (and expressly excluding, without limitation, the acts of Facilities Tenant or its subtenants or assigns under the Master Facilities Lease), except in de minimis amounts as permitted under applicable Environmental Laws in the course of ordinary business.

d. "Environmental Laws" shall mean any applicable federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. Sections 6901 et seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to such laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq., or listed pursuant to Section 307 of the Clean Water Act, (E) flammable explosive, or (F) radioactive materials, in the case of each of (i) through (v), except in de minimis amounts as permitted under applicable Environmental Laws in the course of ordinary business.

e. Ground Lessor shall have the right to inspect the Premises and audit Ground Lessee's operations thereon to ascertain Ground Lessee's compliance with the provisions of this Ground Lease at any reasonable time, and Ground Lessee shall provide periodic certifications to Ground Lessor, upon request, that Ground Lessee is in compliance with the environmental requirements and restrictions contained herein. Ground Lessor shall have the right, but not the obligation, to enter upon the Premises and perform (at Ground Lessee's cost) any obligation of Ground Lessee hereunder of which Ground Lessee is in default, including without limitation any remediation necessary due to environmental impact of Ground Lessee's operations on the Premises, without waiving or reducing Ground Lessee's liability for Ground Lessee's default hereunder. During the pendency of any Master Facilities Lease Default Extension Term, this Section 25(e) shall be of no force or effect.

f. All of the terms and provisions of this Section 25 shall survive expiration or termination of this Ground Lease for any reason whatsoever.

g. Upon the Rent Commencement Date, Ground Lessee's obligations under this Section 25, other than matters which constitute Ground Lessee Acts, shall automatically be deemed satisfied during the Master Facilities Lease Term.

26. Independent Obligation. GROUND LESSOR ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF GROUND LESSEE UNDER THIS GROUND LEASE ARE SEPARATE AND INDEPENDENT FROM ANY OTHER OBLIGATION THAT GROUND LESSEE MAY NOW OR HEREAFTER OWE TO GROUND LESSOR 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 C ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF. IN NO EVENT WILL A DEFAULT BY GROUND LESSEE UNDER ANY OF THE *OTHER AGREEMENTS* CONSTITUTE AN EVENT OF DEFAULT BY GROUND LESSEE UNDER THIS GROUND LEASE OR GIVE RISE TO ANY REMEDY OR RIGHT BY GROUND LESSOR UNDER THIS GROUND LEASE OR THE FACILITIES LEASE. THIS GROUND LEASE IS NON-TERMINABLE BY GROUND LESSOR EXCEPT AS EXPRESSLY AND AFFIRMATIVELY SET FORTH IN THIS GROUND LEASE.

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

GROUND LESSOR:

CITY OF FORT LAUDERDALE, FLORIDA

Witnesses:

Printed Name:

Printed Name:

By: _____

Name: _____

Title: _____

Date of Execution: _____, 2023

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: _____

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

GROUND LESSEE:

HALL OF FAME PARTNERS, LLC

Witnesses:

Printed Name:

By: _____

Name:
Title: Manager

Printed Name:

Date of Execution: _____, 2023

STATE OF FLORIDA)

) 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: _____

DESCRIPTION

EXHIBIT A

EXHIBIT B

Permitted Encumbrances

EXHIBIT C

MEMORANDUM GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum"), dated as of the _____ day of August, 2013 (the "Effective Date"), by and between THE CITY OF FORT LAUDERDALE, FLORIDA ("Ground Lessor"), and HALL OF FAME PARTNERS, LLC, a Florida limited liability company ("Ground Lessee").

WITNESSETH:

WHEREAS, Ground Lessor is the owner of a fee simple interest in the hereinafter described Land; and

WHEREAS, Ground Lessor leased the Land to Ground Lessee pursuant to that certain Ground Lease dated _____, 2023 (the "Ground Lease"); and

WHEREAS, Ground Lessor and Ground Lessee desire to notify the world of the existence of the Ground Lease and certain of its terms.

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

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

2. Premises and Term. In consideration of the obligation of Ground Lessee to pay Rent, and in consideration of the other terms, provisions and covenants of the Ground Lease, Ground Lessor hereby demises and leases to Ground Lessee, and Ground Lessee hereby takes from Ground Lessor, that certain tract or parcel of land situated at Broward County, Florida, and further described on Exhibit A attached hereto and incorporated herein (the "Land"), together with all rights, privileges, easements and appurtenances belonging or in any way appertaining thereto. TO HAVE AND TO HOLD the same commencing on the date of execution hereof for a term of thirty (30) years and one (1) day following the Rent Commencement Date. The term of the Ground Lease may be extended or shortened as provided therein.

3. No Termination Rights. Ground Lessor acknowledges and agrees that by (1) prepaying the Base Ground Lease Rent in full for the Term of this Ground Lease and (2) executing the Master Facilities Lease, Ground Lessee has fulfilled each and every obligation of Ground Lessee under this Ground Lease for the entire Master Facilities Lease Term and Master Facilities Lease Default Extension Term (if any) for which a termination remedy is available to Ground Lessor.

4. No Merger. The parties hereto intend that this Ground Lease continue in effect and not be terminated or otherwise affected by the doctrine of merger of estates upon the ownership by the same person or entity of both the reversionary interest in the fee simple estate and the leasehold or subleasehold estate under this Ground Lease, except as reflected otherwise by such person or entity owning both estates in a written and recorded document consented to by the Leasehold Mortgagee

[SIGNATURES ON FOLLOWING PAGE]

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

GROUND LESSOR:

**CITY OF FORT LAUDERDALE,
FLORIDA**

By: _____
Name _____
:
Title: _____

[SEAL]

Witnesses:

Name:

Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2023, by _____, in his/her capacity as _____ of the City of Fort Lauderdale Florida. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

GROUND LESSEE:

HALL OF FAME PARTNERS, LLC

Witnesses:

Printed Name:

By: _____

Name: _____

Title: Manager

Printed Name:

Date of Execution: _____, 2023

STATE OF FLORIDA)

) 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: _____

DESCRIPTION

EXHIBIT A