

**AMENDED AND RESTATED LEASE AGREEMENT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY, THROUGH ITS PARKS AND
RECREATION BOARD,
NASHVILLE SOUNDS BASEBALL CLUB, L.P.
AND
MFP BASEBALL, LLC**

This Amended and Restated Lease Agreement ("Lease") between The Metropolitan Government of Nashville and Davidson County, through its Parks and Recreation Board (hereinafter collectively referred to as "Metro"), Nashville Sounds Baseball Club, L.P., a Tennessee limited partnership ("NSBC"), and MFP Baseball, LLC, a Delaware limited liability company ("MFP") is entered into this _____ day of December, 2008:

WHEREAS, Metro is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Metro and Nashville Sounds Baseball Club, L.P. ("NSBC") are parties to that certain Amended and Restated Lease Agreement dated February 17, 1998, as amended by that certain First Amendment to Lease Agreement dated February 9, 2002 (collectively the "Current Lease") with respect to certain real property now known as Greer Stadium; and

WHEREAS, NSBC has entered a contract to sell substantially all of its assets to MFP ("Transaction"); and

WHEREAS, NSBC owns and operates, and upon consummation of the Transaction MFP will own and operate, a minor league professional baseball franchise in the Pacific Coast League of Professional Baseball Clubs, Inc. ("PCL"), which competes at the Class AAA level of professional baseball ("Team"); and

WHEREAS, the franchise of the Team includes a valid player development contract with the Milwaukee Brewers Baseball Club major league baseball team; and

WHEREAS, as a part of the Transaction, pursuant to a written assignment and assumption agreement to be executed and delivered by NSBC and MFP contemporaneous with the consummation of the Transaction, NSBC wishes to assign all of its right, title and interest in and to the Current Lease to MFP and MFP desires to lease the Premises (as hereinafter defined) in its current "as is" condition and to assume the obligations of NSBC under the Current Lease as expressly set forth in the Amendment and Restatement Provisions below ("Assignment"); and

WHEREAS, the Current Lease will terminate according to its terms on December 31, 2008 and the Transaction and Assignment cannot be consummated before that date because of the requirement that MFP be approved as the owner of the Team by the National Association of Professional Baseball Leagues (“National Association”), Major League Baseball (“MLB”) and the PCL (“League Approvals”); and

WHEREAS, Metro is willing to extend the Current Lease solely for the purpose of permitting the League Approval and Transaction to occur, so long as the Transaction and Assignment are completed on or before February 28, 2009; and

WHEREAS, if the Transaction and Assignment are completed on or before February 28, 2009, Metro is willing to amend and restate the Current Lease as provided herein; and

WHEREAS, Metro has asserted that there exists one or more defaults by NSBC under the terms of the Current Lease including, without limitation, the failure of NSBC to maintain the Premises in a good state of repair and maintenance in full compliance with all laws, regulations, ordinances and codes; and

WHEREAS, upon completion of the Transaction and Assignment, MFP has agreed to take the specific actions set forth in this Lease which Metro has agreed to accept as a resolution of all defaults that Metro has asserted to currently exist as more fully described in this Lease; and

WHEREAS, NSBC and MFP are each vested with the authority to enter into lease agreements for real property;

NOW, THEREFORE, for the mutual promises of the parties hereto and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

EXTENSION PROVISIONS

The Current Lease and all terms and provisions thereof are extended until the earlier of:

- A. The completion of the Transaction and execution, acceptance and delivery of the Assignment (“Amendment Effective Date”); or
- B. February 28, 2009.

The extension of the Current Lease pursuant to this Lease shall not be, and shall not be deemed, construed or asserted to be, a cure or waiver of any default by any party under the Current Lease or this Lease or a waiver or release by any party of any rights under the Current Lease or this Lease.

If the Amendment Effective Date does not occur on or before February 28, 2009:

- A. The Current Lease and this Lease will terminate on February 28, 2009;
- B. Neither NSBC nor Metro waives or releases any rights under the Current Lease or this Lease; and
- C. All Amendment and Restatement Provisions of this Lease (set forth below) shall be null and void.

If the Amendment Effective Date occurs on or before February 28, 2009:

- A. MFP will immediately deliver to Metro a copy of the League Approvals and Assignment;
- B. The Amendment and Restatement Provisions (set forth below) of this Lease shall immediately be effective; and
- C. NSBC shall thereafter have no rights or obligations of any nature to any person under this Lease or the Current Lease other than pursuant to Section 8(a) below.

AMENDMENT AND RESTATEMENT PROVISIONS

SECTION 1. LEASE DOCUMENTS.

This Lease is comprised of the following documents:

- (a) This Lease, including Exhibits hereto, the original of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. LEASE OF PREMISES/TERM.

Metro hereby leases to MFP and MFP hereby leases from Metro certain real property more particularly described in Exhibit A attached hereto for the purpose of operating the baseball stadium, now known as Greer Stadium ("Stadium"), located on said real property to host AAA professional baseball in Davidson County, Tennessee, such other entertainment events as MFP deems to be appropriate, and for parking and ancillary office use ("Permitted Uses"). The real property and the improvements thereon including the Stadium are collectively referred to herein as the "Premises." The Premises shall include the right to ingress and egress, and a license to use the parking area and to retain parking revenues.

MFP is hereby granted the exclusive use of the Premises (subject to the rights of Metro described in Section 10(e) for a term ("Term") beginning on the Amendment Effective Date and ending on the 31st day December, 2013 or on such earlier date as may be provided in this Lease (hereinafter "Ending Date") for the Permitted Uses and uses ancillary thereto. Should MFP remain in possession of the Premises beyond the Ending Date, MFP shall be a tenant from month to month, whereby either party can terminate this Lease upon thirty (30) days written notice. This Lease may be extended for an additional period of five (5) years upon such terms and conditions as the parties may mutually agree.

SECTION 3. RENT.

- (a) **Rent.** MFP shall pay Metro annual rent ("Rent") equal to:
- i. Twenty Five percent (25%) of the first Four Hundred Thousand Dollars (\$400,000) of MFP Net Income for each calendar year; plus
 - ii. Twenty percent (20%) of MFP Net Income between Four Hundred Thousand One Dollars (\$400,001) and One Million Dollars (\$1,000,000) for each calendar year; plus
 - iii. Twelve and one-half percent (12.5%) of MFP Net Income for each calendar year in excess of One Million Dollars (\$1,000,000).

MFP Net Income shall mean the net operating income as reflected on the audited financial statements of MFP for each calendar year prepared in accordance with generally accepted accounting principles by an independent certified public accounting firm reasonably acceptable to Metro. The computation of MFP Net Income shall not include: management fees and expenses paid by MFP to any affiliated party; expenses or capital expenditures related to the planning, design, or construction of a new baseball stadium; or amortization of start-up costs, amortization of goodwill or other intangible assets. In computing MFP Net Income, repairs which are expenses shall be deducted from the current year's income and capital expenditures made for the replacement, refurbishment or improvement of the Premises shall be amortized over the remaining Term of the Lease. In addition, if net income reflects a loss for any year commencing on or after January 1, 2009, such loss may be carried forward and shall offset net income in future years. On or before March 31 of each year, MFP shall provide Metro with a copy of the audited financial statements for the year ending the immediately preceding December 31, accompanied by the independent accountants' opinion letter and a certification by such independent accountant of the MFP Net Income and Rent determined in accordance with this Section 3(a).

(b) **Payment.** All Rent payable hereunder shall be paid by MFP to Metro on or before the 15th day of April for the immediately preceding year. Except as otherwise

provided in this Lease, MFP shall timely pay to Metro Rent, without demand, deduction, counterclaim, credit or set-off, at Metro's address provided for in this Lease or as otherwise specified by Metro.

(c) Financial Statements. MFP shall at all times keep and maintain complete and accurate books and records of the operations of MFP and any licensee, concessionaire or other persons engaged by MFP with respect to the Premises or Stadium from which Metro may determine the accuracy of the financial statements provided by MFP. These records shall be maintained by MFP for five (5) years after the fiscal year to which they relate. Metro (and its designated agents) shall have the right from time to time during regular business hours upon reasonable notice to inspect and audit any of MFP's books and records. MFP shall include in each license, concession or other agreement a provision giving Metro similar rights of inspection and audit.

(d) Net Lease. This Lease is and shall be deemed and construed to be a net lease. All costs of operating, equipping, repairing, maintaining, furnishing and improving the Premises, including all structural maintenance, repairs and replacements, shall be the sole responsibility of MFP and Metro shall have no responsibility for the Premises except as specifically described herein. As provided herein, MFP shall be solely responsible for all taxes and insurance related to the ownership or operation of the Premises.

SECTION 4. OPERATING COSTS.

MFP shall be solely responsible for its Operating Costs. The term "Operating Costs" shall include all expenses and disbursements (subject to the limitations set forth below) that MFP incurs in connection with the ownership, operation, and maintenance of the Premises, including, but not limited to, the following costs: (A) wages and salaries (including management fees) of all employees (except Metro employees, agents, contractors and subcontractors) engaged in the operation, maintenance, and security of the Premises, including taxes, insurance and benefits paid to such employees; (B) all supplies and material used in the operation, maintenance, repair, replacement, and security of the Premises; (C) capital improvements to the Premises; (D) insurance expenses as set forth in Section 12 of this Lease; (E) repairs, replacements, refurbishments and general maintenance of the Premises; and (F) service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the Premises.

SECTION 5. DELINQUENT PAYMENTS: HANDLING CHARGES.

All payments required of MFP hereunder, that are not paid within ten (10) days of the date such payment is due, or within ten (10) days after the expiration of any applicable cure period, whichever is later, shall bear interest from the date due until paid at one percent (1%) over the prime rate described in the Wall Street Journal for the last business day of the calendar month immediately preceding the late payment. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to

the extent they are considered to be interest under law, exceed the maximum lawful rate of interest.

SECTION 6. METRO'S OBLIGATIONS.

Metro shall have no responsibility or obligation for the operation, maintenance, repair, replacement or refurbishment of the Premises other than expressly provided for in this Section 6. With the annual audited financial statements described in Section 3, MFP shall deliver to Metro a detailed accounting (with such supporting documentation as Metro may reasonably request) of all capital expenditures made to upgrade, replace or maintain capital items at the Premises during the audit period. The sum of Seven Hundred Fifty Thousand Dollars (\$750,000) provided solely from the sources set forth in Section 8(a) below, shall be paid to MFP by Metro within sixty (60) days following delivery of paid receipts and other supporting documentation establishing that at least that amount has been spent on capital expenditures to the Premises by MFP. For calendar years 2009-2013, if the capital expenditures by MFP (not including the Two Hundred Fifty Thousand Dollars (\$250,000) for 2008 provided pursuant to Section 8(a)) average Five Hundred Thousand Dollars (\$500,000) per calendar year, Metro shall reimburse MFP for a portion of such capital expenditures in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for each such year in which the average annual capital expenditures from and after the Amendment Effective Date equal or exceed Five Hundred Thousand Dollars (\$500,000). Metro shall pay such reimbursement within sixty (60) days following receipt of the accounting and all requested supporting documentation. Metro shall have no other or further obligation with regard to the operation, upkeep, maintenance, replacement or repair of the Premises. For purposes of this Section 6, the phrase "capital expenditures" shall include all expenditures made by MFP to upgrade, replace, repair or maintain the Premises whether expensed on a current basis or capitalized for accounting purposes according to generally accepted accounting principles.

SECTION 7. IMPROVEMENTS, ALTERATIONS, REPAIRS, MFP'S MAINTENANCE AND UTILITIES.

- (a) MFP shall obtain and pay for all water, gas, electricity, heat, telephone, sewer, sprinkler charges, and other utilities and services used at the Premises, together with all taxes, penalties, surcharges, and maintenance charges pertaining thereto. Metro shall not be liable for any interruption or failure of utility service to the Premises unless caused by Metro's gross negligence or intentional misconduct, in which event Metro shall be responsible for any and all damages incurred by MFP as a result thereof to the extent allowed by T.C.A. Section 29-20-101 et. seq. Any amounts payable by MFP under this section shall be due within thirty (30) days after Metro has invoiced MFP therefore.
- (b) MFP's obligations include, without limitation, the repair, maintenance and replacement of the Stadium's roof, foundation and structural members of

exterior walls and the grandstands in no worse condition than exists on December 31, 2008 and in full compliance with Section 8(b)(v).

- (c) In the event that MFP is in default in its maintenance, repair or replacement obligations as set forth in this Lease, after giving MFP written notice of such default and a reasonable opportunity cure same, Metro may, but shall not be obligated to, perform MFP's maintenance, repair, and replacement obligations and any other items that are MFP's obligation hereunder. MFP shall reimburse Metro for the reasonable cost incurred in so doing within thirty (30) days after being invoiced therefore. Any maintenance, repairs or replacements performed by Metro shall be done in a good and workmanlike manner using materials, contractors and subcontractors reasonably acceptable to MFP, and shall be performed in compliance with all applicable laws, ordinances, rules and regulations. Notwithstanding the foregoing, Metro shall be entitled to perform such emergency maintenance, repairs or replacements as are necessary to prevent loss of life, serious bodily injury or destruction of property and may seek reimbursement as provided in this Section.
- (d) MFP shall develop, implement and maintain a solid waste recycling program for Concessions and MFP administrative offices.

SECTION 8. OBLIGATIONS OF NSBC AND MFP.

(a) NSBC, as a condition to Metro's consent to its assignment of this Lease to MFP, agrees that, in the event the Transaction occurs, (i) the \$250,000.00 payment from Metro for calendar year 2008 shall be paid to MFP following the Assignment, as provided in Section 6 hereof, to be used exclusively for additional work for the items described in Exhibit B, and (ii) NSBC shall pay an additional \$500,000.00 to Metro at the closing of the Assignment which shall then be paid to MFP pursuant to Section 6, hereof. In consideration for the foregoing payments, effective upon the receipt of the consideration from NSBC and the Amendment Effective Date, Metro and NSBC each do hereby irrevocably and unconditionally forever release and discharge the other and each of their respective successors, assigns, attorneys, affiliates, parents, directors, officers, employees, representatives, and agents from all potential claims, liability, demands, actions, causes of action or suits of any kind or nature, whether known or unknown, arising out of or relating to the Current Lease or this Lease, from the beginning of time through the Amendment Effective Date, whether based on tort, contract (express or implied), or any federal, state or local law, statute or regulation; provided, however, notwithstanding the foregoing, NSBC shall remain liable to Metro for any claims, liability, demands, causes of action or suits of any kind arising under any State or Federal Environmental Laws, Rules and Regulations as if the Current Lease had expired by its terms as of December 31, 2008.

- (b) MFP, in consideration of this Lease, agrees:

- (i) To timely pay Rent when due hereunder;
- (ii) To pay all taxes and assessments, ordinary and extraordinary, general and specific, which become due and payable during the term of this Lease, which may be levied or assessed on the Premises. MFP shall be entitled to protest or challenge any tax or imposition provided that MFP timely and diligently pursues such protest or challenge and MFP provides on Metro's behalf a bond or other security for payment of the tax or imposition in the event MFP's protest is unsuccessful. MFP shall be entitled to pay taxes, assessments, and other impositions over the maximum period of time permitted by the taxing authority;
- (iii) To pay all reasonable costs, attorney fees and expenses that shall be paid or incurred by Metro in enforcing the agreements of this Lease;
- (iv) To use and occupy the premises for the Permitted Uses as defined in Section 2 only, and for no other object or purpose without the prior written consent of Metro, which shall not be unreasonably withheld, delayed or conditioned, and MFP shall not use the Premises for any illegal or harmful purpose or purpose deemed hazardous;
- (v) To keep the Premises and Metro Personal Property, if any, as that term is defined in Section 9 herein, in an acceptable condition, damage caused by Metro, its employees, agents or contractors excepted. The parties acknowledge that the Premises have not been maintained in an acceptable condition in compliance with Applicable Law and National Association and PCL Standards. On or before December 31, 2009, MFP shall, at its sole cost and expense, make and complete the repairs, maintenance, replacements and improvements to the Premises described on **Exhibit B** hereto and incorporated herein by reference. Nothing in Exhibit B shall diminish MFP's obligation to maintain the Premises in the condition that is compliant with the last two sentences of this Section 8(b)(v). MFP shall use its commercially reasonable efforts to complete as many of the items described on Exhibit B as reasonably possible by April 9, 2009. MFP agrees that it shall spend not less than One Million Seven Hundred Fifty Dollars (\$1,750,000) on the items described in Exhibit B (including the amounts provided by Metro pursuant to Section 8(a)). MFP shall keep the Premises in a condition that is: (i) in compliance with all Applicable Law; (ii) suitable for professional baseball games at the AAA level; and (iii) compliant with National Association and PCL standards. Applicable Law shall mean any

applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, award, permit, license, authorization, or requirement of any court, board, agency, commission, office, division, subdivision, department, body, authority of the United States, the State of Tennessee, Metro and any other governmental unit.

- (vi) Following completion of the items set forth on Exhibit B (which Metro has authorized MFP to undertake and complete), not to make any contract for construction, repair, or improvements on, in, of, or to the Premises, except contracts for construction, repairs or improvements costing \$50,000 or less per instance and which do not adversely affect structure or mechanical systems, without the prior written consent of Metro, which shall not be unreasonably withheld, delayed or conditioned. MFP shall, to the extent required by Applicable Law, including without limitation, T.C.A. § 12-4-201, require each contractor or subcontractor to secure a bond in favor of MFP and Metro, as their interests may appear, equal to one hundred (100%) percent of its contract price, from a company licensed to do business in the State of Tennessee and rated A by a nationally recognized service.
- (vii) To include in the official name of the AAA level professional baseball team the word "Nashville" and play all home games at the Stadium.

SECTION 9. PERSONAL PROPERTY.

Metro hereby agrees to make available Metro's personal property and fixtures, if any, which are located on the Premises ("Metro Property"), if any, and which the parties will jointly inventory at a mutually convenient time upon request of MFP, for the Permitted Use and any other use contemplated by this Lease. Upon the Ending Date, all Metro Property shall be surrendered in accordance with Section 21 hereunder.

MFP shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Metro, whether real or personal, whether it is under the control of Metro, or otherwise held, at or on the Premises. MFP shall be responsible for any necessary cleaning or repair to Metro's property so that the same shall be put in as good a condition as when MFP received it, normal wear and tear and damage caused by casualty, as defined in Section 19, or damage caused by Metro or its employees, agents or officers excepted. Any and all of Metro's operating equipment that may be used by MFP or its employees or agents shall be returned in as good and operating condition as when MFP received it, normal wear and tear and damage caused by casualty, as defined in Section 19, or damage caused by Metro or its employees, agents or officers excepted. MFP shall be responsible for all reasonable and necessary expense to repair or replace any Metro property or equipment, under its control due to defacement, destruction, damage or loss

occurring while in use by MFP to the extent caused by MFP or its employees, agents, contractors or invitees.

SECTION 10. RIGHT-OF-ENTRY AND USE.

- (a) Metro, and including without limitation, its respective authorized representatives, shall have the right to enter the Premises at all reasonable times upon reasonable prior notice to MFP and in a manner so as to not disrupt the conduct of MFP's business for the purpose of (a) exercising any right, power or remedy reserved to Metro in this Lease or (b) after not less than ten (10) days' prior notice to MFP (or such other period as specifically provided herein and after expiration of any applicable cure period), performing any obligation of MFP with respect to which MFP is in default under this Lease.
- (b) Metro and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours upon reasonable prior notice to MFP and in a manner so as to not disrupt the conduct of MFP's business for the purpose of (a) examining or inspecting the Premises or (b) during the final six (6) months of the Lease term, showing the Premises to prospective tenants. Notwithstanding the foregoing, in the event of MFP's material default beyond any applicable cure period or in the event of the exercise by Metro of its right of termination, Metro shall be entitled to show the premises to prospective tenants at all reasonable times.
- (c) MFP shall be responsible for all reasonable payments made by Metro and all reasonable costs and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects and other consultants) incurred by Metro in connection with the exercise of its rights hereunder.
- (d) The exercise of any right in Section 10 reserved to Metro or its respective authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle MFP to any abatement or diminution of Rent or relieve MFP from any of its obligations under this Lease or impose any liability on Metro or its respective authorized representatives by reason of inconvenience or annoyance to MFP or injury to or interruption of MFP's business or otherwise.
- (e) Notwithstanding any other provision of the Agreement, at all times not in conflict with professional game play or other MFP activities, Metro shall have the right to use the Premises and all facilities thereon for events ("Metro Events") sponsored, conducted, or approved by or on behalf of Metro. Metro shall use reasonable efforts to coordinate the scheduling of Metro Events so as to minimize interference with MFP's business activities and shall provide MFP at least thirty (30) days written notice of

its intent to schedule a Metro Event. Metro shall reimburse MFP for the salaries of MFP's employees and outside service providers whose presence during Metro Events is requested by Metro and for utilities consumed by Metro during, preparing for and concluding such Metro Events. Metro shall be entitled to retain all proceeds, including, without limitation, proceeds from parking and concessions generated during Metro Events. Metro agrees to use concession vendors authorized by MFP during all Metro Events. Metro will reimburse MFP for the costs incurred in restoring the playing field to the condition obtaining prior to the Metro Event.

SECTION 11. MECHANIC'S LIENS AND OTHER ENCUMBRANCES.

No work, services, materials or labor provided to MFP in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metro. Except as otherwise provided in this Lease, MFP shall comply with Section 8(f) hereinabove prior to undertaking any work, services, materials or labor that relates to any construction, improvement, or repair on, of, or to the Premises. If any lien shall at any time be filed against the Premises or Metro Property, by reason of MFP's failure to pay for any work, services, materials or labor provided to MFP, or alleged to have been so provided, MFP shall immediately cause the same to be discharged of record. In the event MFP fails to cause any such lien to be discharged of record within thirty (30) days after it receives notice thereof, Metro may discharge the same by paying the amount claimed to be due, with the understanding that Metro is under no obligation to do so. Should Metro discharge any MFP lien, MFP agrees to immediately reimburse Metro for such amount (plus Metro's reasonable costs and attorneys' fees), which amount shall be due and owing as provided in Section 3(b) hereinabove. Notwithstanding the foregoing, if MFP shall, in good faith, dispute any charge of a laborer, mechanic, subcontractor or materialman, MFP may contest such charge after paying the claimed amount into an escrow account to protect Metro from any adverse decision.

SECTION 12. INSURANCE.

- (a) Prior to the Amendment Effective Date, MFP shall provide to Metro proof of commercial general liability insurance coverage for the Premises for the protection of Metro for risks customarily covered by such insurance (including, but not limited to, coverage for premises/operation, products and completed operations, independent contractors, broad form property damage, liquor legal liability, and personal injury, including coverage for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation and advertising) to the extent caused by MFP or its employees, agents, contractors or invitees in an amount not less than One Million Dollars and 00/100 (\$1,000,000.00) single limit, as well as property insurance on the Stadium, in the amount of Four Million Dollars (\$4,000,000) on an "all risk" peril basis, including coverage against fire,

extended coverage, vandalism, malicious mischief, and special extended perils.

- (b) MFP shall procure and maintain workers' compensation insurance providing statutory benefits in compliance with Applicable Law.
- (c) MFP shall procure and maintain employer liability insurance with limits not less than: bodily injury by accident, \$1,000,000 each accident; bodily injury by disease, \$1,000,000 each employee; and bodily injury by disease, \$1,000,000 policy limit.
- (d) MFP shall procure and maintain automobile liability coverage with limits not less than \$1,000,000 combined single limit each accident.
- (e) MFP shall procure and maintain excess insurance with a limit of not less than \$5,000,000 each occurrence in excess of each coverage described in clauses (a), (c) and (d) above. This coverage shall be on a follow form basis.
- (f) All primary coverage shall be written by an insurer that is nationally recognized with a policyholder's rating of at least A, V, as listed from time to time by *A.M. Best Insurance Reports*. Each policy shall provide that it may not be cancelled, terminated, reduced or materially changed unless at least thirty (30) days prior notice thereof has been provided to Metro, except in case of cancellation or termination due to lapse for nonpayment, in which case only ten (10) days notice shall be required. Each policy shall contain mutual waivers of (i) all rights of subrogation and (ii) any recourse against any parties other than MFP for payment of any premiums or assessments under such policy. Each policy covering third-party liability shall contain a "cross-liability" endorsement or a "severability of interest" endorsement providing that coverage, to the maximum amount of the policy, will be available despite any suit between the insured and any additional insured under such policy. The insurance policies shall not in the aggregate have deductibles in excess of \$100,000.
- (g) MFP shall provide its certificates of insurance to this Lease in such manner as is acceptable to the Metro Director of Insurance and Safety. Metro shall be named an additional insured on all policies with respect to MFP's use of the Premises, as its interests may appear. Metro and MFP shall be named joint loss payees on the policies described in clause (a) above. MFP shall provide to Metro such evidence of compliance with Metro's insurance requirements as Metro may from time to time request. MFP shall provide, before or at the Amendment Effective Date, all certificates of insurance as required. All such certificates shall be completed to show compliance with MFP's obligations hereunder. Metro

may also require copies of the declaration page, insurance policy and endorsements.

- (h) If MFP shall at any time fail to insure or keep insured as aforesaid, Metro may do all things necessary to effect or maintain such insurance and all moneys expended by it for that purpose shall be repayable by MFP within ten (10) days from the date on which the premium or premiums are paid by Metro. If any insurance policies required hereunder cannot be obtained for any reason, Metro may require MFP to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Metro, Metro may terminate this Lease for default.

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.

- (a) To the extent caused by MFP or its agents, employees, contractors or invitees, MFP shall indemnify and save harmless Metro against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) that may be imposed upon, incurred by or asserted against Metro, its officers, employees and/or agents, by reason of any of the following occurring during the Term:
 - (i) any work or thing done by or omitted or failed to be done by MFP, including, without limitation any agent, sub- or independent contractor of MFP, or employee, licensee or invitee of MFP in, on, or about the Premises or any part thereof,
 - (ii) any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Premises or any part thereof;
 - (iii) any negligent, tortious, willful or criminal act of MFP, including, without limitation, any agent, sub- or independent contractor of MFP, employee, licensee or invitee of MFP;
 - (iv) any accident, injury or damage to any person or property, including, without limitation, occurring in the Stadium or any part thereof, or any street, alley, sidewalk, parking lot or other area included in the Premises; and
 - (v) any failure by MFP to perform its obligations under this Lease.
- (b) Should any action or proceeding be brought against Metro by reason of any claim covered by Section 13, MFP, upon notice from Metro, at

MFP's sole cost and expense, shall resist or defend the same with counsel of MFP's choice at MFP's sole cost and expense. Notwithstanding the above, Metro may at its own option and expense, participate in the defense of any such action, provided however that MFP shall not be responsible for any settlement or compromise made by Metro without MFP's prior written consent. To the extent of the proceeds received by Metro under any commercial general liability insurance furnished to Metro by MFP, MFP's obligation to indemnify and save harmless Metro against the hazard that is the subject of such insurance shall be deemed to be satisfied pro tanto.

- (c) MFP shall conduct a walk-through prior to taking possession of the Premises. The walk-through is an opportunity for MFP to familiarize itself with the Premises. Except as otherwise set forth in this Lease, Metro makes no representation of any nature in connection with the condition of the Premises, and Metro shall not be liable for any latent or patent defect therein.
- (d) MFP shall indemnify Metro against all reasonable costs and expenses, including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants, incurred by Metro in obtaining possession of the Premises after default by MFP and after expiration of any applicable cure period, or after MFP's default in surrendering possession upon the expiration or earlier termination of the term of this Lease or enforcing any obligation of MFP under this Lease.
- (e) MFP agrees to indemnify and hold harmless Metro, its officers, employees, and agents against all costs, claims, cleanup and/or remediation concerning or relating to the Premises under any:
 - (i) State and Federal Environmental Laws, Rules and Regulations, solely with respect to matters caused by MFP on or after January 1, 2009; and
 - (ii) State and Federal Intellectual property laws including, without limitation, state unfair competition, state trade secret, federal trademark, federal copyright, and federal patent law.
- (f) MFP shall indemnify and save harmless Metro for any claims, damages, penalties, costs and attorney fees arising from any failure of MFP, its officers, employees and/or agents, including its sub- or independent contractors, to observe any applicable law related to MFP's use of the Premises, including, but not limited to, workers' compensation, labor laws and minimum wage laws.

- (g) Should Metro, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of MFP, its officers, employees and/or agents, including its sub- or independent contractors, in connection with the performance of this Lease, MFP shall reimburse Metro for all reasonable cost of legal representation to the extent such representation was necessitated by the negligent or intentional acts or omissions of MFP or its officers, employees, agents or contractors. Notwithstanding the above, Metro may at its own option and expense, participate in the defense of any such action, provided however that MFP shall not be responsible for any settlement or compromise made by Metro without MFP's prior written consent.

SECTION 14. WAIVER OF LIABILITY.

Metro assumes no responsibility for any damage or loss of MFP's personal property except to the extent caused by Metro or its employees, agents, or officers. MFP agrees to hold Metro harmless from any damage or loss of MFP's personal property located on the Premises. except to the extent caused by Metro or its employees, agents, or officers.

SECTION 15. CONFLICT OF INTEREST.

MFP declares that as of the effective date of this Lease, neither the Mayor nor any member of the Metropolitan Council, nor the director of any department of Metro, nor any other Metropolitan Governmental official or employee is directly or indirectly interested in this Lease and, furthermore, MFP pledges that it will notify Metro, in writing, should any of the above-referenced persons become either directly or indirectly interested in this Lease. In addition, MFP declares that as of the effective date of this Lease, neither it nor any of the principals therein have given or donated, or promised to give or donate, either directly or indirectly, to any official or employee of Metro or to anyone else for its benefit, any sum of money or other thing of value or aid or assist in obtaining this Lease. Furthermore, MFP pledges that neither it nor anyone else for its benefit has given any sum of money or other thing of value for aid or assistance in obtaining any amendment or modification to this Lease.

SECTION 16. PERSONNEL POLICY.

MFP shall comply in all material respects with all applicable federal, state and local laws and regulations. MFP shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. MFP shall comply with all applicable laws regarding discrimination in employment, unlawful employment practices and affirmative action. MFP shall use reasonable efforts to encourage and promote opportunities for minorities and women in the operation of the Premises. MFP shall be an equal opportunity employer.

SECTION 17. REMEDIES FOR DEFAULT.

If, during the term of this Lease, MFP shall default in its performance of or compliance with any of the agreements, terms or conditions of this Lease, and such default shall continue for a period of thirty (30) days after notice by Metro to MFP; provided that if the nature of MFP's default is such that more than thirty (30) days are reasonably necessary to cure, MFP shall not be in default if MFP commences to cure within the thirty (30) day period and thereafter diligently proceeds to complete cure; then Metro shall have the following cumulative and non-exclusive remedies:

- (a) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:
 - (i) Metro determines that MFP has failed to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within the applicable cure period or such additional period of time as specified by Metro, taking into consideration the gravity and nature of the default, or if MFP shall violate any of the terms of this Lease;
 - (ii) MFP fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or Metro of Nashville and Davidson County to the extent such laws, ordinances, rules and regulations relate to MFP's use of the Premise;
 - (iii) MFP abandons or discontinues conducting its operations on the Premises or fails to fails to comply with section 8(g) hereof;
 - (iv) MFP or any owner (direct or indirect) of MFP is convicted of a felony after the Amendment Effective Date;

- (b) Should this Lease be terminated for default, Metro may lease, upon such terms and in such manner as Metro shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and MFP shall be liable to Metro for any reasonable costs associated with the re-letting of the Premises occasioned by MFP's breach of this Lease. In addition, MFP shall be liable to Metro for reasonable administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Metro in re-letting the Premises. Should Metro terminate this Lease for default, the premises may be re-let by Metro for such rent and on such terms as Metro may see fit; and, if a sufficient sum shall not be thus realized, after paying all expenses of such re-letting and collecting to satisfy the rent hereby reserved as calculated for the immediately preceding calendar year, MFP agrees to satisfy and pay all deficiency.

Should this Lease be terminated due to a default under Section 17 (a) (iii), in lieu of any other damages, Metro may, but is not required to, demand and MFP shall pay an early termination fee equal to all capital improvement payments made by Metro under Section 6.

(c) Termination for MFP Bankruptcy.

It shall be grounds for Termination of this Lease upon the following:

- (i) Should MFP file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of MFP or of all or any substantial part of MFP's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;
- (ii) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against MFP seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of MFP or of all or any substantial part of MFP's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of MFP; and such order, judgment, decree or appointment shall remain un-vacated or un-stayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive);
- (d) The rights and remedies of Metro provided in this Section 17 are nonexclusive and are in addition to any other rights and remedies provided by law or under this Lease. MFP is not relieved of its liability to Metro for damages sustained by virtue of a default of this Lease. Metro reserves the right to cure any default without terminating this Lease: and seek reimbursement for such reasonable expenses from MFP, with the understanding that Metro is under no obligation to correct any such default. Metro's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.

SECTION 18. TERMINATION FOR CONVENIENCE.

This Lease may be terminated for convenience by MFP upon ninety (90) days written notice, delivered in a manner consistent with Section 21 herein if (a) a new ballpark has been constructed within Davidson County Tennessee and MFP has committed (in form and substance acceptable to Metro) to conduct Class AAA professional baseball at such new ballpark for a period of at least ten (10) years; or (b) MFP determines in its sole discretion that it is no longer economically feasible to utilize the Stadium and leases another venue in Davidson County acceptable to the PCL for the conduct of its baseball operations and conducts its baseball operations in such venue through and including December 31, 2013.

SECTION 19. FIRE AND CASUALTY DAMAGE.

If the Stadium shall be totally destroyed by fire, casualty, or other cause or happening, or if any lawful authority shall order demolition or removal of the Stadium, so as to render it unfit for MFP's use, then at MFP's option, this Lease shall terminate as of the date of such destruction and all of MFP's liability hereunder shall cease from and after such date and any unearned rent paid in advance by MFP to Metro shall be refunded to MFP.

If the Stadium shall be partially destroyed by fire, casualty, demolition, removal or other cause or happening, or be declared unsafe by any lawful authority, then it shall be restored or made safe at Metro's option and in the event such damage or destruction is caused by Metro, a just portion of the rent shall abate until the Stadium shall have been restored and put in proper condition for MFP's use and occupancy. If the Stadium cannot be restored or made safe after partial destruction or declaration of unsafe condition so that MFP can play its home games at the Premises without cancelling or rescheduling more than twenty (20) such games, then MFP, at its option, may cancel and terminate this Lease in its entirety, and all of MFP's liability hereunder shall cease from and after the date of such destruction or declaration of unsafe condition.

In the event that MFP does not exercise its termination option, then any insurance proceeds received by Metro will be paid to MFP to be used to rebuild or restore the Stadium.

SECTION 20. NOTICES.

Notices required herein shall be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Notice shall be effective on the date of receipt of the notice by the party being notified. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Metro shall be delivered as follows:

METRO: Department of Parks and Recreation
Centennial Park Office
Nashville, Tennessee 37201

ATTN: _____

and to: Sue Cain
Director of Law
Metropolitan Department of Law
204 Metropolitan Court House
Nashville, Tennessee 37201

Notices to MFP shall be delivered as follows:

MFP: MFP Baseball, LLC
156 West 56th Street, Suite 802
New York, New York 10019

ATTN: Frank V. Ward

and to: Richard F. Warren, Jr.
Boult, Cummings, Conners & Berry, PLC.
1600 Division Street
Suite 700
Nashville, Tennessee 37203

and to: John F. Triggs
Waddey & Patterson, P.C.
1600 Division Street
Suite 500
Nashville, Tennessee 37203

SECTION 21. SURRENDER.

- (a) Upon the Ending Date or earlier termination of this Lease, MFP shall peaceably deliver up and surrender the Premises to Metro in the same condition as on the Commencement Date, ordinary wear and tear, and damage caused by casualty or by Metro or its agents, employees, contractors or invitees excepted.
- (b) Upon the Ending Date, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by MFP to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, with the exception of the scoreboard which shall remain the property of MFP unless MFP elects to abandon it in place, shall be deemed a part of the Premises and the same shall not be removed.
- (c) All Metro Property, if any, shall remain upon the Premises for the duration of the Term. Upon the Ending Date or termination of this Lease, all Metro Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Metro thereafter. MFP shall surrender all Metro Property in as good a condition as on the date of receipt, ordinary wear and tear and damages caused by casualty as defined in Section 19 or by Metro or its employees, agents, contractors or invitees, excepted.
- (d) Nothing contained in this Lease shall prohibit MFP from removing its equipment, fixtures and other personal property at the expiration or earlier termination of this Lease.

SECTION 22. CONDEMNATION.

- (a) Total Taking. If the entire Premises are taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking.
- (b) Partial Taking - MFP's Rights. If any part of the Premises becomes subject to a Taking and such Taking will prevent MFP from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking then MFP may terminate this Lease as of the date of such Taking by giving written notice to Metro within 30 days after the Taking.
- (c) Partial Taking - Metro's Rights. If any material portion, but less than all, of the Stadium becomes subject to a Taking, then Metro may terminate this Lease by delivering written notice thereof to MFP within 30 days

after such Taking. If MFP does not so terminate this Lease, then this Lease will continue.

- (d) Award. If any Taking occurs, then Metro shall receive the entire award or other compensation for (i) the land on which the Premises are situated, (ii) the Premises, and (iii) other improvements paid for by Metro taken, and MFP may separately pursue a claim against the condemnor for (i) the value of MFP's personal property that MFP is entitled to remove under this Lease, (ii) moving costs and (iii) loss of business and (iv) the unamortized cost of improvements paid for by MFP.
- (e) Rent Abatement. In the event of any taking, rent shall abate in proportion to the amount of the Premises subject to the Taking.

SECTION 23. MISCELLANEOUS.

- (a) Severability. If a court of competent jurisdiction holds that one or more clauses, sections or provisions of this Lease is unlawful, invalid or unenforceable, the parties hereto agree that all remaining clauses, sections and provisions shall continue in full force and effect.
- (b) Agent for Service of Process. The parties hereto expressly understand and agree that if MFP is not a resident of the State of Tennessee, or is an association or partnership without a member or partner resident of said State, MFP does designate its Tennessee registered agent as its agent for the purpose of service of process in any court action between it and Metro arising out of or based upon this Lease, and the service shall be made as provided by the laws of the State of Tennessee by serving MFP's registered agent. The parties hereto expressly agree, covenant and stipulate that MFP shall personally be served with process at the address set forth herein. Any such service out of this State shall constitute valid service upon MFP as of the date of receipt thereof. The parties hereto further expressly agree that MFP is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all obligations and protest thereto, any laws to the contrary notwithstanding.
- (c) Force Majeure. Neither Metro nor MFP shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

- (d) Notice of Claims. Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity that may result in litigation related in any way to this Lease.
- (e) Authority to Enter Into Lease Agreement. The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.
- (f) Acknowledgement. The parties hereto acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.
- (g) Applicable Law. The parties agree that this Lease is executed in and is to be performed in the State of Tennessee, and that all provisions of this Lease and any dispute arising hereunder shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County, Tennessee. The parties hereby consent to in personam jurisdiction of such courts and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the jurisdiction of such courts.
- (h) No Agency. Anything herein to the contrary notwithstanding, MFP is not the agent of Metro. The parties hereto are neither partners nor joint venturers and neither shall the parties hold themselves out to be partners or joint venturers. The parties shall hold solely the status of landlord and tenant.
- (i) No Assignment Without Consent. The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and permitted assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of MFP hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation other than a person or entity which is affiliated with, owned or controlled by MFP, or which is an owner of MFP, without the prior written consent of Metro exercised in its sole discretion. Any such assignment or transfer shall not release MFP from its obligations hereunder. Any approved assignee shall assume each and every obligation of MFP hereunder, and Metro may contract with or accept moneys from any such assignee without waiving any of its rights. Upon approval of this Lease by the Metropolitan Council and execution by the Mayor, the assignment from NSBC to MFP shall be approved effective upon the Amendment Effective Date.

- (j) Amendment. This Lease is subject to modification, alteration, amendment ("Amendment") or change only upon the mutual agreement of the parties. Any such Amendment will become effective only after approval by Metro and MFP (and NSBC, but only if and to the extent such amendment affects NSBC), reduced to writing and signed by the parties hereto. Any duly approved Amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated herein upon its filing with the Metropolitan Clerk.
- (k) Waiver. Any failure of Metro or MFP to act in response to any breach of any of the provisions of this Lease by the other party shall not constitute a waiver of the right to act on any subsequent violation or violations, the right to terminate this Lease because of a material breach being a continuing one.
- (l) Attornment. MFP shall attorn to any party succeeding to Metro's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such Attornment as such party may reasonably request, provided that MFP's obligation to attorn is conditioned upon Metro's successor-in-interest's agreement in writing to be bound by Metro's obligations under this Lease and its execution of a non-disturbance agreement in favor of MFP in a form satisfactory to MFP.
- (m) Entire Agreement. This Lease and the Exhibits hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.
- (n) Independent Covenants. **METRO AND MFP EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR MFP'S INTENDED COMMERCIAL PURPOSE. IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD BY MFP THAT MFP'S OBLIGATION TO PAY RENT HEREUNDER IS AN INDEPENDENT COVENANT, AND EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, METRO'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS OR RESPONSIBILITIES HEREUNDER SHALL NOT RESULT IN AN ABATEMENT OR REDUCTION OF RENT, ENTITLE MFP TO WITHHOLD ANY RENT OR OTHERWISE AFFECT MFP'S LIABILITY FOR THE PAYMENT OF ALL RENT DUE HEREUNDER.**

- (o) Delivery of Premises. Notwithstanding any language to the contrary in this Lease, Metro shall deliver the Premises as is without representation or warranty as to condition.
- (p) Beer Sales; Concessions. MFP shall be entitled to sell beer in the Stadium for professional baseball games and other events at which sale of beer is legally permitted and shall be entitled to contract with such entities and individuals as necessary for the purposes of procurement and service of beer. MFP shall be permitted to retain a vendor to handle all concessions on the Premises.
- (q) Limitations on Legal Requirements. Notwithstanding anything to the contrary contained herein, the parties hereto acknowledge and agree that the power and authority to adopt, rescind, or amend laws for Nashville and Davidson County resides with the Metropolitan Council and that nothing contained herein shall (i) in any way obligate the Metropolitan Council to adopt, rescind, or amend Applicable Law, or subject Metro to any liability on account of the Metropolitan Council's failure to adopt, rescind or amend any Applicable Law.
- (r) Effectiveness. The parties agree that in the event this Lease is not approved by the Metropolitan Council and executed by Metro on or before December 31, 2008, this Lease shall be null and void and of no further effect; provided, that the in such event, the rights and obligations of the parties to the Current Lease under the Current Lease shall not be affected thereby.

IN WITNESS WHEREOF, the Metropolitan Government of Nashville and Davidson County and MFP and NSBC have executed their signatures the date first above written.

THE METROPOLITAN
GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY:

MFP BASEBALL LLC:

RECOMMENDED:

By: _____
Its: _____

NASHVILLE SOUNDS BASEBALL
CLUB, L.P.

Director of Parks
And Recreation

By: _____

MAYOR:

Its: _____

Karl F. Dean

ATTEST:

Metropolitan Clerk

APPROVED AS TO AVAILABILITY
OF FUNDS

Rich Riebeling, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Metropolitan Attorney

Insurance Manager
Metropolitan Division of Insurance

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Being the same property identified at Map 105-02, parcel 434 of the Tax Maps of Davidson County, Tennessee and also being the same property located at Deed Book 1554, page 283 in the office of the Register of Deeds for Davidson County, Tennessee.

EXHIBIT B

IMPROVEMENTS, REPAIRS, REPLACEMENTS AND MAINTENANCE

MFP commits that it shall spend not less than \$1,750,000.00 and not more than \$2,000,000.00 on improvements, repairs, replacements and maintenance to the Premises on or before December 31, 2009, which shall include but not be limited to the following items and associated professional fees:

SCOREBOARD

The existing guitar shaped scoreboard is in need of repair. Due to its age parts are difficult to obtain, but the plan is to make every attempt to have a working score board.

ADA

The Greer Stadium Accessibility Review prepared by American Disabilities Consultants, Inc. dated August 15, 2008, identifies issues to be addressed to bring the Stadium into compliance with the ADA. It is our intent to comply with these recommendations taking into account the age and existing condition of the Stadium and its anticipated remaining useful life. The main area to address are the bathrooms. We also plan to address accessible passenger parking, signage, handicapped seating and other readily achievable access and egress conditions.

STRUCTURAL

A possible safety issue has been identified in the left field grandstand. This section of the stadium has experienced corrosion of the supporting steel framing, particularly, the flat steel brackets that support the steel treads on each raker beam. There is also corrosion on several steel column base plates and anchor bolts and along the main steel channel raker beams. This entire area will be reviewed by a structural engineer and support beams, columns and brackets will be inspected. Any brackets that are found to be loose, broken or severely corroded will be replaced as well as severely corroded posts, anchor bolts or base plates.

STADIUM SEATS

A number of seats are loose or damaged and may be unsafe. This will require either replacement or repair.

BATHROOMS

A large number of bathrooms are in extremely poor condition with regard to functionality, aesthetics and possibly code requirements. We plan on renovating most of the bathrooms taking into account the age and existing condition of the Stadium and its anticipated remaining useful life. Our goal is to provide a safe, clean environment for the fans, players, staff, vendors and press

BASEBALL REQUIREMENTS

Repairs will be made to comply with the requirements of the baseball authorities. These will include protective padding will be installed on all perimeter fencing and the re-aiming of the floodlights.

MISCELLANEOUS REPAIRS AND MAINTENANCE

In general we plan on addressing cleaning, safety and security issues as determined by MFP.

Nothing contained in this Exhibit B shall diminish the obligation of MFP to maintain the Premises in compliance with the last two sentences of Section 8(b)(v).