

**AGREEMENT REGARDING**  
**ORIOLE PARK AT CAMDEN YARDS**

between

**THE MARYLAND STADIUM AUTHORITY**

and

**THE ORIOLES, INC.**

**AGREEMENT REGARDING ORIOLE PARK AT CAMDEN YARDS**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
RECITALS.....	1
DEFINITIONS.....	3
ARTICLE I - CAMDEN YARDS SITE.....	15
1.01 - Description of Camden Yards Site.....	15
1.02 - Third Party Rights.....	16
1.03 - Description of Ballpark Preservation Zone.....	16
1.04 - Requirements Regarding Third Party Rights.....	16
-1. - Restrictions on Granting Third Party Rights.	16
-2. - Information Concerning Third Party Rights...	17
-3. - Elimination of Certain Third Party Rights...	17
ARTICLE II - AGREEMENT TO LEASE; TERM.....	17
2.01 - Effective Date.....	17
2.02 - Agreement to Lease.....	17
2.03 - Term of Lease.....	18
2.04 - Renewal Option.....	18
ARTICLE III - CONSTRUCTION OBLIGATIONS CONCERNING THE BALLPARK AND CAMDEN YARDS SITE.....	18
3.01 - Description of Construction Obligations.....	18
-1. - MSA.....	18
-2. - Orioles.....	19
3.02 - Orioles' Involvement in Ballpark Design and Construction.....	20
-1. - Approval of Plans & Specifications; Reports.....	20
-2. - Orioles' Concurrence Procedures.....	20
-3. - Time Requirements for Orioles' Concurrences.....	21
-4. - Construction Contract(s).....	21
-5. - Construction Manager; Contractors.....	21
-6. - Bidding.....	22
-7. - Meetings.....	22
-8. - Reports.....	22
-9. - Change Orders.....	23

**SECTION**

**PAGE**

-10.- Orioles' Consultants..... 23  
3.03 - Concessionaire Participation..... 23  
3.04 - Modification of Ballpark for NFL Football Games... 24  
3.05 - Matters Related to the Completion of  
Construction; Post-Opening Items..... 24  
3.06 - Signage..... 25  
3.07 - Inspections and Reports..... 25  
3.08 - CSX Warehouse..... 26  
3.09 - Construction or Development of Additional  
Facilities..... 26

**ARTICLE IV - PAYMENTS TO MSA..... 26**

4.01 - Definitions..... 26  
-1. - Admissions Tax..... 26  
-2. - Annual; Year..... 27  
-3. - Other Taxes..... 27  
-4. - Total Tax..... 27  
-5. - Existing Admissions Tax..... 27  
-6. - Tax Increase..... 27  
-7. - Excess Taxes..... 28  
4.02 - Obligation to Pay Admissions Tax..... 28  
4.03 - Calculation and Payment of Rent ..... 28  
-1. - Definitions..... 28  
-2. - Calculation of Rent..... 29  
-3. - Accounting in Accordance with GAAP..... 30  
-4. - Effect of Cable Television on  
Admissions Revenues..... 30  
-5. - Rent Credit Based on Total Tax..... 31  
4.04 - Payment and Confirmation of Rent; Documentation...32  
-1. - Payment of Rent ..... 32  
-2. - Documentation of the Rent..... 32  
-3. - Turnstile Readings..... 33  
-4. - Confirmation of Payment by MSA;  
Inspection of Records..... 33  
4.05 - Future Negotiation of New Rental Formula..... 33  
4.06 - Confidentiality..... 34  
4.07 - Rent Abatement and Lease Modifications to  
Achieve Parity..... 34  
-1. - Rent Abatements to Achieve Parity..... 34  
-2. - Lease Modifications to Achieve Parity..... 34  
4.08 - Rent Abatements for Force Majeure..... 35  
4.09 - Disputed Payments; Late Payments..... 35  
-1. - Disputed Payments..... 35  
-2. - Obligation to Make Undisputed  
Payments Timely..... 36  
-3. - Late Payments..... 36  
4.10 - Orioles' Business Decisions..... 36  
4.11 - Accord and Satisfaction..... 36

**ARTICLE V - USES OF THE BALLPARK AND CAMDEN YARDS SITE..... 37**

- 5.01 - Definitions..... 37
  - 1. - Games..... 37
  - 2. - Baseball-Related Events..... 37
  - 3. - Orioles' Day-to-Day Business Operations.... 38
  - 4. - Exclusive Use Periods..... 38
  - 5. - Non-Exclusive Use Periods..... 39
  - 6. - MSA Events..... 39
  - 7. - Catered Events..... 39
  - 8. - Catered Event Areas..... 39
  - 9. - Special Events..... 40
  - 10. - Special Event Areas..... 40
  - 11. - Promoter..... 40
  - 12. - Parking Facility Events..... 40
- 5.02 - All Home Games at Ballpark..... 40
- 5.03 - ORIOLES' Use of Ballpark..... 40
  - 1. - Permitted Uses..... 40
  - 2. - Orioles' Year-Round Premises..... 41
  - 3. - Use of Ballpark During Exclusive Use  
Periods..... 41
  - 4. - Use of Ballpark During Other Periods..... 41
  - 5. - Parking Facilities..... 41
- 5.04 - MSA's Use of Ballpark..... 41
- 5.05 - Catered Events and Special Events in the Ballpark. 42
  - 1. - Scheduling..... 42
  - 2. - Concessions..... 42
  - 3. - Obstruction of Ballpark Signs..... 42
  - 4. - Gambling..... 43
  - 5. - Promotional Activities..... 43
  - 6. - Sale of Ballpark Advertising Prohibited.... 43
  - 7. - Title Sponsorship of Events..... 43
  - 8. - Ballpark Information Systems..... 44
  - 9. - Television Broadcasts..... 44
  - 10.- Removal of Event Equipment and Facilities.. 44
  - 11. - Use of Playing Field..... 44
  - 12. - Playing Field Equipment and Sony  
JumboTron System Cameras..... 44
  - 13. - Restricted Areas..... 45
- 5.06 - Conduct of Catered Events..... 45
- 5.07 - Conduct of Special Events..... 45
  - 1. - Indemnification..... 45
  - 2. - Insurance..... 46
  - 3. - Bonds..... 46
  - 4. - Safety and Security Measures; First Aid.... 46
  - 5. - Contracts..... 47
  - 6. - Private Suite Licensees; Club Level  
Seating..... 47

**SECTION**

**PAGE**

-7. - Special Events Requiring Certain Facilities and Services..... 48

5.08 - Conduct of Parking Facility Events..... 51

5.09 - Sports Events; NFL Football Games..... 51

5.10 - Scheduling..... 52

-1. - Scheduling Calendar..... 52

-2. - Scheduling Games and Baseball-Related Events..... 52

-3. - Scheduling Catered Events..... 53

-4. - Scheduling Special Events..... 54

-5. - Ongoing Scheduling of Baseball-Related Events..... 54

5.11 - Ballpark Tours..... 55

5.12 - Cooperation with American League and Major League Baseball..... 55

5.13 - Use of CSX Warehouse..... 55

5.14 - Use of Camden Yards Site..... 55

5.15 - Prohibition on Waste and Nuisances..... 55

5.16 - Fireworks Displays..... 56

5.17 - Camden Yards Events; Priorities..... 56

-1. - NFL Football Games..... 56

-2. - Other Events..... 56

**ARTICLE VI - CONCESSIONS..... 57**

6.01 - Concession Rights Areas..... 57

6.02 - Orioles' Concession Rights..... 57

-1. - Generally..... 57

-2. - Year-Round Concession Operations..... 57

-3. - Temporary Concession Facilities..... 58

-4. - Football Stadium or Other Sports Facility Concessionaire..... 58

6.03 - Agreement with Concessionaire..... 58

6.04 - Sales of Products by Vendors on Camden Yards Site..... 58

6.05 - Orioles' Obligations Upon Termination of Orioles Concession Agreement..... 59

6.06 - Parties' Obligations Upon Termination of Concession Agreements..... 59

-1. - Termination of MSA Concession Agreement..... 60

-2. - Termination of Orioles Concession Agreement..... 60

6.07 - Orioles' Concession Obligations..... 60

6.08 - Amendments to the Concession Agreements; New Agreements..... 60

-1. - Amendments to Concession Agreements..... 60

-2. - New Concession Agreement..... 61

6.09 - Concession Revenues..... 61

**SECTION**

**PAGE**

-1. - Generally.....	61
-2. - Year-Round Concession Facilities.....	61
-3. - Camden Club Operations.....	61
6.10 - Concession Rights Reserved by Orioles.....	61
6.11 - Orioles' Enforcement of Concessionaire's Obligations.....	62
6.12 - MSA Approval Rights.....	63
6.13 - Performance Manuals.....	63
<b>ARTICLE VII - PARKING.....</b>	<b>63</b>
7.01 - Parking Facilities To Be Provided by MSA.....	63
7.02 - Placement, Construction and Planned Operations....	63
7.03 - Operation of Parking Facilities; Use by MSA.....	64
7.04 - Parking Operator.....	64
-1. - East Coast Parking Associates.....	64
-2. - Successor Parking Operator.....	65
7.05 - Operational Requirements.....	65
-1. - Spaces Reserved for Orioles' Use.....	65
-2. - VIP Parking.....	66
-3. - Short-Term Parking for Ticket Buyers.....	66
-4. - Spaces Reserved for MSA's Use.....	66
-5. - Spaces Reserved for Parking at Camden Club.....	67
-6. - Prices for Parking.....	67
-7. - Clearing Parking Facilities for Use During Games; Post-Game Clearing.....	67
-8. - Sale of Parking Permits to Season Ticket Subscribers.....	67
-9. - Parking Operation Plan.....	68
-10. - Counting Devices.....	68
-11. - Personnel, Equipment and Supplies.....	69
-12. - Repairs and Maintenance.....	69
-13. - Security.....	69
-14. - Access.....	69
-15. - Insurance and Indemnification.....	69
-16. - Parking Taxes.....	70
7.06 - Parking Lots Provided by Orioles to Season Ticket Subscribers.....	70
7.07 - Parking Revenues and Expenses.....	71
-1. - Collection and Deposit of Parking Revenues.....	71
-2. - Parking Budgets; Allocation of Expenses Between Baseball and Non-Baseball Parking..	71
-3. - Funding Budgeted Parking Expenses.....	71
-4. - Parking Revenues Retained by MSA.....	71
-5. - Deduction of Baseball Parking Expenses; Calculation of Orioles' Net Parking Income.....	72

**SECTION**

**PAGE**

-6. - Adjustments to Net Parking Income..... 72  
-7. - Access to Books and Records..... 73  
7.08 - Parking Revenues and Expenses Included in the  
Calculation of Rent..... 73  
-1. - Parking Revenues..... 73  
-2. - Parking Expenses..... 73  
-3. - Calculation of the Rent..... 74  
7.09 - Effect of Future Events on Parking Facilities..... 74  
-1. - Reduction in On-Site Parking..... 74  
-2. - Option to Provide Substitute Off-Site  
Parking or Pay Net Parking Income..... 75  
-3. - Provision of Substitute Parking..... 75  
-4. - Payment of Lost Parking Income..... 76  
7.10 - Effect of Future Construction on  
Parking Facilities..... 77

**ARTICLE VIII - MAINTENANCE, REPAIRS, IMPROVEMENTS  
AND OPERATIONS..... 77**

8.01 - Definitions..... 77  
-1. - Ballpark Management..... 77  
-2. - Physical Obsolescence..... 78  
-3. - Functional Obsolescence..... 78  
-4. - Repairs..... 78  
-5. - Repair Areas..... 79  
-6. - Maintenance..... 79  
-7. - Maintenance Areas..... 79  
-8. - Improvements..... 80  
8.02 - MSA's Obligations..... 80  
-1. - General Obligations..... 80  
-2. - Standards..... 80  
-3. - Specific Areas..... 81  
-4. - Cleaning and Trash Removal..... 81  
-5. - Third-Party Cleaning Contractor..... 81  
-6. - Stand-by Maintenance Crews..... 82  
-7. - Conduct of Repairs and Maintenance..... 82  
-8. - Personnel..... 82  
-9. - Reports and Manuals..... 82  
-10.- Facilities Under the Control of  
Third Parties..... 83  
-11.- Operations during Games and  
Baseball-Related Events..... 83  
-12. - MSA's Property..... 83  
8.03 - Orioles' Obligations..... 84  
-1. - General Obligations..... 84  
-2. - Repairing Damage Caused by Orioles..... 84  
-3. - Orioles' Property..... 84  
-4. - Personnel and Supplies..... 84  
-5. - Operations..... 85

**SECTION**

**PAGE**

8.04 - -6. - Notice to MSA..... 85  
-1. - Playing Field Maintenance and Repairs..... 85  
-2. - Playing Field..... 85  
-3. - Orioles' Obligations..... 85  
-4. - MSA's Obligations..... 86  
-5. - Equipment..... 86  
8.05 - MSA's Failure to Maintain or Repair..... 87  
8.06 - Utilities..... 88  
8.07 - Ballpark Manager..... 88  
8.08 - Ballpark Promoter..... 88  
8.09 - Maintenance, Repair and Security Procedures..... 89  
8.10 - Improvements Fund..... 89  
8.11 - Improvements Procedure..... 90  
8.12 - Steel Superstructure of Ballpark..... 90  
8.13 - Alterations by Orioles..... 91  
-1. - Alterations to Orioles'  
Year-Round Premises..... 91  
-2. - Alterations Elsewhere in Ballpark..... 91  
-3. - Title to Alterations..... 91  
-4. - Alterations Made Without MSA's Consent..... 92  
8.14 - Fire or Other Casualty..... 92  
-1. - MSA's Obligation to Repair or Restore..... 92  
-2. - Orioles' Obligation to Repair and  
Restore..... 92  
-3. - Parties' Options to Terminate Agreement..... 92  
-4. - Other Location for Playing Games..... 93  
8.15 - Placement of Heavy Equipment..... 94  
-1. - Generally..... 94  
-2. - Equipment Installed by Orioles..... 94  
8.16 - Environmental Hazards..... 94  
-1. - Definitions..... 94  
-2. - MSA's Responsibilities..... 95  
-3. - Orioles' Responsibilities..... 95  
**ARTICLE IX - PRIVATE SUITES..... 95**  
9.01 - Private Suites to be Provided at Ballpark..... 95  
-1. - Description of Private Suites..... 95  
-2. - Combining Individual Suites..... 96  
-3. - MSA's Obligations Regarding  
Private Suites..... 96  
-4. - Interior Designs for Private Suites..... 96  
9.02 - Parties' Use of Private Suites..... 96  
-1. - Suites Reserved for MSA's Use..... 96  
-2. - Suites Reserved for Orioles' Use..... 96  
9.03 - Private Suites to be Licensed for Public Use..... 96  
9.04 - Private Suite Revenues; Amortization of  
Private Suite Costs..... 97  
-1. - Private Suite Revenues..... 97



**SECTION**

**PAGE**

-2. - Private Suite Costs..... 97  
-3. - Private Suite Maintenance Costs..... 97  
-4. - Amortization of Private Suite Costs;  
Private Suite Payment..... 97  
-5. - Payment of Private Suite  
Maintenance Costs..... 99  
9.05 - Calculation of Rent or Alternative Rent.....100  
9.06 - License Agreements for Licensed Suites.....100  
-1. - General Requirements.....100  
-2. - Term of License Agreements.....101  
-3. - License Agreements Involving Advance  
Payment of License or Use Fees.....101  
-4. - Cooperation with Lenders.....102  
9.07 - Non-Event Use of Licensed Suites.....102  
-1. - Authorization for Non-Event Use.....102  
-2. - Orioles' Responsibilities.....103  
-3. - Parking for Non-Event Users of Licensed  
Suites.....103  
-4. - Concession Revenues.....103  
9.08 - Use of Suites During NFL Football Games.....103

**ARTICLE X - SCOREBOARDS, VIDEOBOARD AND RELATED SYSTEMS.....104**

10.01 - Systems to be Provided Within the Ballpark.....104  
-1. - Ballpark Information Systems.....104  
-2. - Design, Location and Configuration.....104  
10.02 - Exterior Message Board.....104  
10.03 - Operation of Ballpark Information Systems and  
Exterior Message Board.....105  
10.04 - Content of Displays on Ballpark Information  
Systems and Exterior Message Board.....105  
10.05 - Maintenance and Repairs.....105  
10.06 - Camera Equipment for Sony JumboTron System.....106  
10.07 - TV Production Facility.....106  
10.08 - Broadcasts of Games and Baseball-Related Events...107

**ARTICLE XI - ADVERTISING AND ANNOUNCEMENTS.....108**

11.01 - Definitions.....108  
-1. - Ballpark Advertising Rights Areas.....108  
-2. - Ballpark Advertising.....108  
-3. - Promotions.....108  
11.02 - Orioles' Rights Regarding Advertising and  
Promotions.....108  
-1. - Ballpark Advertising - Generally.....108  
-2. - Advertising Outside Ballpark  
Advertising Rights Areas.....109  
-3. - Promotions.....109

**SECTION**

**PAGE**

-4. - Erection of Additional Advertising Panels  
Within Ballpark Advertising Rights Areas...109

-5. - Ballpark Advertising Revenues;  
Revenues from Promotions.....109

-6. - Advertising and Announcements During  
Special Events.....110

-7. - Orioles' Advertising Agreements;  
Recordkeeping.....110

11.03 - MSA's Rights.....110

-1. - Maryland State Lottery.....110

-2. - Announcements During Games and  
Baseball-Related Events.....111

-3. - Announcements During Special Events.....111

-4. - Exterior Message Board.....111

-5. - Operation of Ballpark Systems and  
Exterior Message Board.....112

-6. - Advertising within and Outside  
Ballpark Rights Areas.....112

11.04 - Use of Exterior Message Board by Users of  
Camden Yards Site.....112

11.05 - Maintenance and Repair of Advertising Panels.....112

**ARTICLE XII - BALLPARK SECURITY.....113**

12.01 - Event Security.....113

-1. - Provision of Event Security.....113

-2. - Plans for Event Security.....113

-3. - Orioles' Contribution Toward Cost  
of Baltimore City Police Security.....114

12.02 - Year-Round Security.....114

-1. - Security for Ballpark.....114

-2. - Orioles' Year-Round Premises.....114

12.03 - Agreements with Security Contractor.....114

-1. - Indemnification.....115

-3. - Insurance.....115

-4. - Personnel.....115

-5. - Enforcement.....116

**ARTICLE XIII - INSURANCE.....116**

13.01 - MSA's Insurance.....116

-1. - Property Insurance.....116

-2. - Boiler and Machinery Insurance.....116

-3. - Worker's Compensation Insurance.....117

-4. - Automobile Liability Coverage.....117

13.02 - Orioles' Insurance.....117

-1. - Property Insurance.....117

-2. - Worker's Compensation Insurance.....117

-3. - Automobile Liability Coverage.....117

**SECTION**

**PAGE**

-4. - Employee Dishonesty Insurance.....117  
-5. - General Liability Insurance.....117  
-6. - Umbrella Liability Coverage.....118  
-7. - Air-Travel Casualty Insurance.....118  
13.03 - Parties' Insurance Policies.....118  
13.04 - Certificates.....118  
13.05 - MSA's Third-Party Service Contracts.....119

**ARTICLE XIV - INDEMNIFICATION.....119**

14.01 - Definitions.....119  
-1. - Claim.....119  
-2. - Indemnifying Party.....119  
-3. - Indemnified Party.....119  
14.02 - MSA's Indemnification.....119  
14.03 - Orioles' Indemnification.....120  
14.04 - Procedure Regarding Indemnification.....120  
-1. - Notice of Claims.....120  
-2. - Defense of Claims; Notice of Intent to Defend.....121  
-3. - Cooperation with Defense.....121  
-4. - Settlement of Claims by Indemnified Party.....121  
-5. - Settlement of Claims by Indemnifying Party.....121  
-6. - Claims Involving Matters Not Subject to Indemnification.....122

**ARTICLE XV - DEFAULT; REMEDIES.....122**

15.01 - Definitions.....122  
-1. - Defaulting Party.....122  
-2. - Non-Defaulting Party.....122  
-3. - Failure.....122  
15.02 - Orioles' Default.....122  
-1. - Defaults for Which No Cure Opportunity Is Required.....122  
-2. - Failure to Make Payments to MSA.....123  
-3. - Levies or Attachments.....123  
-4. - Assignment for Benefit of Creditors.....123  
-5. - Bankruptcy or Insolvency.....123  
-6. - Failure to Comply with Other Obligations...123  
15.03 - MSA Default.....124  
-1. - Defaults for Which No Cure Opportunity Is Required.....124  
-2. - Failure to Comply with Certain Obligations.....124  
-3. - Failure to Comply with Other Obligations...124

**SECTION**

**PAGE**

15.04 - Notices; Disputed Defaults; Immediate Relief for Certain Defaults.....125  
-1. - Notices.....125  
-2. - Immediate Relief for Certain Defaults.....125  
-3. - Disputed Defaults.....125  
15.05 - Remedies; Nature of Relief; Defenses.....125  
-1. - Remedies Available to Non-Defaulting Party.....125  
-2. - Nature of Relief.....126  
-3. - Defenses.....127  
15.06 - No Waiver.....127

**ARTICLE XVI - ARBITRATION.....127**

16.01 - Definitions.....127  
-1. - Non-Arbitrable Dispute.....127  
-2. - Arbitrable Disputes.....128  
16.02 - Agreement to Arbitrate.....128  
16.03 - Procedure for Commencing Arbitration.....128  
16.04 - Conduct of Arbitration.....128  
-1. - Arbitrators.....128  
-2. - Location of Arbitration Proceedings.....128  
-3. - Governing Rules.....129  
-4. - Record of Proceedings.....129  
-5. - Powers of the Arbitrators.....129  
-6. - Arbitration Decisions.....129  
-7. - Finality; Enforceability.....129  
16.05 - Composition and Selection of Non-Emergency Arbitration Panels.....130  
-1. - Generally.....130  
-2. - Composition of Non-Emergency Panels.....130  
-3. - Selection Procedures.....130  
-4. - Disqualification; Inability to Act.....130  
-5. - Failure to Respond Timely to AAA.....131  
16.06 - Emergency Arbitration Procedures.....131  
-1. - Availability of Emergency Arbitration.....131  
-2. - Selection of Emergency Panel.....131  
-3. - Demand for Emergency Arbitration.....131  
-4. - Conduct of Emergency Arbitration.....132  
-5. - Finality; Enforcement.....132  
-6. - Agreement of Parties.....132  
16.07 - Interim Relief.....132  
16.08 - Joinder of Disputes.....132  
16.09 - Fees and Costs.....133  
-1. - Generally.....133  
-2. - Bad-Faith Fees and Costs.....133

**SECTION**

**PAGE**

**ARTICLE XVII - FORCE MAJEURE.....133**

17.01 - Definitions.....133

    -1. - Orioles' Force Majeure.....133

    -2. - MSA Force Majeure.....134

17.02 - Occurrence of Orioles Force Majeure.....134

17.03 - Occurrence of MSA Force Majeure.....134

**ARTICLE XVIII - EMINENT DOMAIN.....134**

18.01 - Definitions.....134

    -1. - Condemnation.....134

    -2. - Total Condemnation.....135

    -3. - Partial Condemnation.....135

    -4. - Post-Condemnation Work.....135

18.02 - Effect of Total Condemnation.....135

    -1. - Election by MSA.....135

    -2. - Election to Perform  
        Post-Condemnation Work.....135

    -3. - Orioles' Right to Terminate for  
        Failure to Complete Substitute Ballpark....136

    -4. - Effect of Termination by MSA or Orioles....136

18.03 - Rights Upon Partial Condemnation.....136

    -1. - Election by MSA.....136

    -2. - Granting Orioles Option to Terminate.....137

18.04 - Allocation of Award.....137

18.05 - Transfer of Property to Condemning Authority.....138

18.06 - Performance of Post-Condemnation Work.....138

18.07 - Temporary Taking.....138

    -1. - Effect of Temporary Taking.....138

    -2. - Treating Condemnation as Permanent;  
        Right to Terminate.....139

**ARTICLE XIX - REAL ESTATE TAXES.....139**

**ARTICLE XX - NO RELOCATION.....139**

**ARTICLE XXI - ASSIGNMENT; SUBLETTING; SUCCESSORS.....140**

21.01 - Assignment by Orioles.....140

    -1. - Requirement of MSA Approval.....140

    -2. - MSA Approval of Proposed Assignments.....140

    -3. - Effect of Assignment.....140

    -4. - No Assignment by Operation of Law.....141

21.02 - Subletting.....141

21.03 - Assignment by MSA.....141

21.04 - Assignees and Subtenants.....141

21.05 - Persons Bound.....142

**SECTION**

**PAGE**

**ARTICLE XXII - COVENANT OF QUIET ENJOYMENT.....142**

**ARTICLE XXIII - SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE; RECORDING.....142**

    23.01 - Seniority of this Agreement.....142

    23.02 - Future Subordination of this Agreement.....142

    23.03 - Transfer of Ballpark.....143

    23.04 - Recording.....143

**ARTICLE XXIV - BALLPARK NAMES; ORIOLES' NAMES AND PROPRIETARY SYMBOLS.....144**

    24.01 - Name of Ballpark.....144

    24.02 - Names of Ballpark Facilities.....144

    24.03 - Ownership of Parties' Names and Proprietary Symbols.....144

    24.04 - Consents Required.....144

    24.05 - Remedies.....145

**ARTICLE XXV - SURRENDER OF PREMISES.....145**

    25.01 - Orioles' Obligation to Surrender Premises.....145

    25.02 - Orioles' Property.....145

    25.03 - Abandoning Premises or Personal Property.....146

**ARTICLE XXVI - ADMINISTRATION OF AGREEMENT.....146**

    26.01 - No Discrimination.....146

    26.02 - Notices.....146

        -1. - Generally.....146

        -2. - Notices to MSA.....147

        -3. - Notices to the Orioles.....147

    26.03 - Calculation of Time.....147

    26.04 - Right of Entry and Inspection.....147

    26.05 - Execution of Estoppel Certificates.....148

        -1. - Orioles' Execution of Estoppel Certificate.....148

        -2. - Failure to Execute Estoppel Certificate....148

    26.06 - Further Assurances.....148

    26.07 - Promotion of Attendance at Games.....149

**ARTICLE XXVII - INTERPRETATION AND CONSTRUCTION.....149**

    27.01 - Consents and Concurrences.....149

        -1. - Form of Consents.....149

        -2. - Reasonableness Requirement.....149

        -3. - Withholding Consents cor Concurrences.....149

    27.02 - Best Efforts.....149

**SECTION**

**PAGE**

27.03 - Relationship of Parties.....	150
27.04 - Waiver of Personal Liability.....	150
27.05 - Governing Law.....	150
27.06 - Severability.....	150
27.07 - Captions and Headings.....	151
27.08 - Use of Singular and Plural.....	151
27.09 - Effect of Drafting on Construction.....	151
27.10 - Entire Agreement.....	151
27.11 - Amendments to Agreement.....	151
<b>ARTICLE XXVIII - REPRESENTATIONS AND COVENANTS BY THE ORIOLES..</b>	<b>152</b>
28.01 - Representations by the Orioles as of the Effective Date.....	152
-1. - Due Incorporation; Good Standing.....	152
-2. - Authority; No Limitation on Ability to Perform.....	152
-3. - Valid Execution.....	152
-4. - Compliance with Laws.....	152
-5. - Good Standing in League.....	153
-6. - Baseball Franchise.....	153
-7. - Legal Opinion.....	153
28.02 - Covenants by the Orioles.....	153
-1. - Due Incorporation; Good Standing.....	153
-2. - Authority; No Limitation on Ability to Perform.....	153
-3. - Compliance with Laws.....	153
-4. - Maintenance of Good Standing in League.....	153
-5. - Maintenance of Baseball Franchise.....	153
<b>ARTICLE XXIX - COVENANTS BY MSA.....</b>	<b>154</b>
29.01 - Body Corporate and Politic.....	154
29.02 - Authority; No Limitation on Ability to Perform.....	154
29.03 - Valid Execution.....	154
29.04 - Legal Opinion.....	154
<b>ARTICLE XXX - CONDITIONS SUBSEQUENT TO EXECUTION.....</b>	<b>154</b>
30.01 - American League Approval.....	154
30.02 - Approval of Maryland Board of Public Works.....	155
30.03 - Parties to be Bound by Memoranda Pending Approvals.....	155
<b>SIGNATURES.....</b>	<b>155</b>
<b>ACKNOWLEDGMENTS.....</b>	<b>157</b>

**LIST OF EXHIBITS:**

- Exhibit A - Description of Camden Yards Site**
- Exhibit B - Third Party Rights**
- Exhibit C - Memorandum of Effective Date**
- Exhibit D - Rent Schedule**
- Exhibit E - Orioles' Exclusive Year-Round Premises**
- Exhibit F - Northern Portion of CSX Warehouse**
- Exhibit G - MSA's Exclusive Year-Round Premises**
- Exhibit H - Excluded Premises**







**AGREEMENT REGARDING ORIOLE PARK AT CAMDEN YARDS**

THIS AGREEMENT REGARDING ORIOLE PARK AT CAMDEN YARDS (the "Agreement") is made as of the Effective Date (as defined in Section 2.01) between the MARYLAND STADIUM AUTHORITY, a body corporate and politic of the State of Maryland ("MSA"), and THE ORIOLES, INC., a Maryland corporation (the "ORIOLES").

**RECITALS:**

A. The presence and conduct of professional sports, including Major League Baseball, in the State of Maryland (the "State") stimulate economic activity in the State, and therefore, the creation of a modern baseball park for Major League Baseball will be beneficial to the State.

B. To promote the conduct of professional sports, including Major League Baseball, in the State, MSA was established by the Legislature of the State pursuant to the Act (defined below) for the purpose of financing, acquiring, developing, constructing, owning, leasing and operating a modern baseball park and a modern football stadium, both to be constructed on the Camden Yards Site (defined below).

C. The ORIOLES are the holder of a franchise issued by the American League of Professional Baseball Clubs ("American League") and are the owner of the "Baltimore Orioles" professional baseball team. Prior to the Commencement Date (defined below), the ORIOLES leased and played their home baseball games at the stadium facility known as "Memorial Stadium" located on West 33rd Street and Ellerslie Avenue in Baltimore, Maryland ("Memorial Stadium").

D. The State would like the Baltimore Orioles to remain in the City of Baltimore and the ORIOLES would like to continue to cause the Baltimore Orioles to play their home baseball games in the City of Baltimore; and, as an inducement to the ORIOLES to have the Baltimore Orioles remain in Baltimore, the Legislature of the State authorized MSA to issue bonds to raise funds to acquire the Camden Yards Site and to construct a baseball park at the Camden Yards Site.

E. MSA agreed to construct an open-air, natural grass, state-of-the-art baseball park designed in all its aspects specifically and exclusively for the playing and public exhibition of Major League Baseball at the Camden Yards Site and to otherwise develop the Camden Yards Site in accordance with the terms and conditions of the Memoranda (defined below) and this Agreement.

F. MSA and the ORIOLES have the right to use the baseball park as provided in this Agreement.

G. MSA, pursuant to the Act, issued bonds and intends to issue additional bonds (as defined in the Act) to finance or refinance, inter alia, the acquisition, construction and development described in Sections D and E of these Recitals, under terms and conditions set forth in a Trust Indenture (the "Trust Indenture") dated as of May 1, 1989, entered into between MSA and The First National Bank of Maryland, as Trustee.

H. In connection with the issuance of the bonds described in Section G of these Recitals, MSA delivered to the Trustee a Master Deed of Trust pursuant to which MSA granted the Trustee a lien on certain properties within the Camden Yards Site.

I. MSA entered into a Master Lease Agreement with the State, pursuant to which MSA agreed to lease to the State certain "Leased Premises" (as defined in the Master Lease Agreement) within the Camden Yards Site.

J. Pursuant to the Trust Indenture, MSA assigned all rentals under such Master Lease Agreement to the Trustee for the benefit of the bondholders.

K. The State entered into a Sublease Agreement with MSA, pursuant to which the State, as sublessor, agreed to sublease to MSA certain "Leased Premises" (as defined in the Sublease Agreement) within the Camden Yards Site.

L. Pursuant to the Trust Indenture, MSA and the State collaterally assigned all rentals under such Sublease Agreement to the Trustee for the benefit of the bondholders.

M. MSA, desiring to further sublease a portion of the Camden Yards Site to the ORIOLES, entered into the agreements (defined below as the "Memoranda") with Baltimore Orioles, Inc., pursuant to which MSA agreed to acquire the Camden Yards Site, to construct and develop the Ballpark (as defined below) for the benefit of the ORIOLES, and to otherwise develop the Camden Yards Site in accordance with the terms and conditions of the Memoranda and this Agreement, and pursuant to which the ORIOLES agreed to lease the Ballpark and cause the Baltimore Orioles to play all of their home baseball games at the Ballpark.

N. Baltimore Orioles, Inc. sold the Baltimore Orioles American League franchise and Club and assigned the Memoranda to the ORIOLES on June 26, 1989.

O. MSA and the ORIOLES have agreed to enter into a formal agreement incorporating in detail all of the matters

addressed in the Memoranda, additional terms deferred by the parties in the Memoranda for inclusion in this Agreement, as well as other representations, warranties, terms and conditions and miscellaneous clauses customarily contained in other agreements between Major League Baseball teams and owners of publicly owned stadia as may be mutually agreeable to the parties.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated by this reference as substantive provisions of this Agreement, and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

### DEFINITIONS

As used in these Definitions and elsewhere throughout this Agreement (using initial capitalization), the words and phrases listed below shall have the following meanings:

"AAA" means the American Arbitration Association.

"Act" means Sections 13-701 et seq. of the Financial Institutions Article of the Annotated Code of Maryland, as amended from time to time.

"Additional Construction" shall have the meaning given to such term in Section 3.02 of Article III.

"Additional Parking" shall have the meaning given to such term in Section 7.06 of Article VII.

"Admissions Tax" shall have the meaning given to such term in Section 4.01-1 of Article IV.

"Aesthetics" shall have the meaning given to such term in Section 1.03 of Article I.

"Agreement" means this Agreement Regarding Oriole Park at Camden Yards by and between MSA and the ORIOLES and all of the Exhibits attached to this Agreement, which are incorporated by this reference as substantive parts of this Agreement.

"ALCS" means the best-of-7 American League Championship Series games, in which the Major League Baseball teams with the leading standings in the Eastern and Western Divisions of the American League compete for the title of champion of the American League, or any successor or similar series sanctioned by Major League Baseball.

**"All-Star Game"** means any professional baseball game that is scheduled to be played between teams comprised of players selected from Major League teams and which is scheduled, authorized, required or permitted to be played by the American League or by the Office of the Commissioner of Major League Baseball, or any additional such game or successor game sanctioned by the American League or Major League Baseball.

**"American League"** shall have the meaning given to such term in Section C of the Recitals.

**"Arbitrable Dispute"** shall have the meaning given to such term in Section 16.01-2 of Article XVI.

**"Architect"** means Hellmuth, Obata & Kassabaum, P.C., the architect for the design of the Ballpark and the Parking Facilities, and any other architect engaged to design Additional Construction.

**"Architectural Services Agreement"** means the contract dated November 29, 1988 between MSA and the Project Architect, entitled, "Maryland Stadium Authority Contract for Architectural and Engineering Services," and any amendments or supplements to such agreement.

**"Bad-Faith Fees and Costs"** shall have the meaning given to such term in Section 16.09-2 of Article XVI.

**"Ballpark"** means the open-air, natural grass, state-of-the-art baseball park designed in all its aspects specifically and exclusively for the playing and public exhibition of Major League Baseball known as "Oriole Park at Camden Yards," which has been constructed by MSA on a portion of the Camden Yards Site. Unless otherwise stated in this Agreement, the term "Ballpark" means, collectively, (i) the "stadium" structure of the baseball park, (ii) the grounds and walkways immediately surrounding all perimeter admission gates of the baseball park's "stadium" structure, excluding those public sidewalks which are owned by the City, (iii) the northern portion of the CSX Warehouse (as described in Exhibit F to this Agreement), and (iv) the portion of the pedestrian walkway known as Eutaw Street which is adjacent to the CSX Warehouse. The Ballpark shall not include the areas designated in Exhibit H to this Agreement as Excluded Premises.

**"Ballpark Advertising"** shall have the meaning given to such term in Section 11.01-2 of Article XI.

**"Ballpark Advertising Rights Areas"** shall have the meaning given to such term in Section 11.01-1 of Article XI.

**"Ballpark Information Systems"** shall have the meaning given to such term in Section 10.01-1 of Article X.

"Ballpark Manager" shall have the meaning given to such term in Section 8.07 of Article VIII.

"Ballpark Preservation Zone" shall have the meaning given to such term in Section 1.03 of Article I.

"Ballpark Promoter" shall have the meaning given to such term in Section 8.08 of Article VIII.

"Ballpark Tours" and "Ballpark Tour Agreement" shall have the meanings given to such terms in Section 5.11 of Article V.

"Baltimore Orioles" means the "Baltimore Orioles" professional baseball team and American League baseball franchise and Club currently owned by the ORIOLES, as it may be constituted or reconstituted from time to time.

"Baseball Parking Revenues" shall have the meaning given to such term in Section 7.07-1 of Article VII.

"Baseball-Related Event" shall have the meaning given to such term in Section 5.01-2 of Article V.

"Baseball Season" means the period beginning February 1 of each calendar year and ending 48 hours after the later of (i) the last Baltimore Orioles home Major League Baseball game during the Championship Season or (ii) the last Post-Season game in which the Baltimore Orioles are a participant.

"Best Efforts" shall have the meaning given to such term in Section 27.02 of Article XXVII.

"Broadcasting Rightsholders" shall have the meaning given to such term in Section 10.08 of Article X.

"Camden Club" means the restaurant and bar facility located on the seventh and eighth floors of the CSX warehouse, which is the subject of the Camden Club Agreement defined below.

"Camden Club Agreement" means the written agreement entitled "Agreement Regarding the Stadium Club at the New Baseball Park at Camden Yards" between MSA, the ORIOLES, and the Concessionaire, dated December 10, 1991, concerning the design, construction, furnishing and operation of the Camden Club. (For purposes of this Agreement, all references to the term "Stadium Club" or "Club" in the Camden Club Agreement or in the Memoranda shall be deemed to refer to and mean the "Camden Club.")

"Camden Station" means the building located on the northeasterly portion of the Camden Yards Site which is commonly known and referred to as "the Camden Station."

"Camden Yards Site" shall have the meaning given to such term in Section 1.01 of Article I.

"Catered Event(s)" shall have the meaning given to such term in Section 5.01-7 of Article V.

"Catered Event Area(s)" shall have the meaning given to such term in Section 5.01-8 of Article V.

"Championship Season" means the period beginning with the first regularly scheduled Major League Baseball game played by the Baltimore Orioles in accordance with the schedule established by the American League, and ending with the last such baseball game, including any other Major League Baseball game scheduled, required or authorized by the rules of the American League as part of the regular season of Major League Baseball.

"City" means the Mayor and City Council of Baltimore, Maryland.

"City Agreement" means the contemplated agreement between MSA and the City concerning property owned by the City that is located within the Camden Yards Site.

"City Property" means the streets and other land within the Camden Yards Site that is owned by the City, as specified in the City Agreement.

"Claim" shall have the meaning given to such term in Section 14.01-1 of Article XIV.

"Clarifications" means the agreement dated September 19, 1988 between MSA and Baltimore Orioles, Inc. entitled "Memorandum of Points of Clarification Regarding Memorandum of Agreement."

"Cleaning Contract" means the agreement effective as of March 1, 1992 between MSA and Harry M. Stevens Maintenance Services, Inc. for cleaning services at the Ballpark.

"Cleaning Contractor" means Harry M. Stevens Maintenance Services, Inc., the cleaning contractor selected by MSA and the ORIOLES to provide cleaning services at the Ballpark as provided in the Cleaning Contract defined above, or any successor third-party cleaning contractor.

"Commencement Date" shall have the meaning given to such term in Section 2.03 of Article II.

"Concession Agreements" means the ORIOLES Concession Agreement and the MSA Concession Agreement (as each is defined separately below).



"Concessionaire" means ARA/Martin's Stadium Concession Services Joint Venture or its successor.

"Concessionaire's Year-Round Premises" means the concession stands, vendors' commissaries, novelty stands, portable specialty carts, the Concessionaire's warehouse and storage areas (including the retail spaces on the ground floor and the basement-level dressing and uniform distribution areas in the CSX Warehouse), the Concessionaire's offices, the catering holding areas and the central kitchen area of the Ballpark. The Concessionaire's Year-Round Premises shall include the Camden Club (and adjoining kitchen and storage areas) and the Sixth Floor Function Room (defined below), to the extent provided, respectively, in the Camden Club Agreement and Sixth Floor Function Room Agreement.

"Concession Requirements" means the document entitled "Specifications for the Construction of Concession Facilities in Baseball Park at Camden Yards," which is one of the exhibits to the Memorandum (defined below).

"Concession Rights Areas" shall have the meaning given to such term in Section 6.01 of Article VI.

"Condemnation" or "Condemned" shall have the meaning given to such terms in Section 18.01-1 of Article XVIII.

"Construction Manager" means Barton Malow/Sverdrup, the entity selected by MSA with the ORIOLES' concurrence to perform construction management services in connection with the construction and development of the Ballpark and Parking Facilities and associated utilities, and any other entity engaged to provide such services in connection with Additional Construction.

"CSX Warehouse" means the warehouse located on the Camden Yards Site (also known as the "B&O Warehouse" and referred to as such in the Memoranda) to be rehabilitated and developed by MSA in accordance with the Memoranda and this Agreement.

"CSXT" means CSX Transportation, Inc.

"CSXT Agreement" means the Purchase, Construction and Relocation Agreement dated June 7, 1989 between CSXT and the Real Estate and Improvement Company of Baltimore City, as Sellers, and MSA as Purchaser, as amended from time to time, together with all Exhibits to such agreement.

"Default" shall have the meanings given to such term in Sections 15.02 and 15.03 of Article XV.

"Defaulting Party" shall have the meaning given to such term in Section 15.01-1 of Article XV.

"Effective Date" shall have the meaning given to such term in Section 2.01 of Article II.

"Emergency Arbitration" shall have the meaning given to such term in Section 16.06-1 of Article XVI.

"Emergency Panel" shall have the meaning given to such term in Section 16.06-2 of Article XVI.

"Environmental Hazard" shall have the meaning given to such term in Section 8.16-1(c) of Article VIII.

"Environmental Laws" shall have the meaning given to such term in Section 8.16-1(a) of Article VIII.

"Excess Taxes" shall have the meaning given to such term in Section 4.01-7 of Article IV.

"Excluded Premises" means those areas of the CSX Warehouse identified on Exhibit H to this Agreement which are excluded from the areas encompassed by the definition of the Ballpark.

"Exclusive Use Period(s)" shall have the meaning given to such term in Section 5.01-4 of Article V.

"Existing Admissions Tax" shall have the meaning given to such term in Section 4.01-5 of Article IV.

"Extension Term" shall have the meaning given to such term in Section 2.04 of Article II.

"Exterior Message Board" shall have the meaning given to such term in Section 10.02 of Article X.

"Football Stadium" means the separate football stadium or arena which may be built on the Camden Yards Site for use by a National Football League football team or the football team of any successor to the National Football League.

"Force Majeure" means an ORIOLES Force Majeure or an MSA Force Majeure, as each is defined separately below.

"Functional Obsolescence" and "Functionally Obsolete" shall have the meaning given to such terms in Section 8.01-3 of Article VIII.

"GAAP" means generally accepted accounting principles, consistently applied.

"Game(s)" and "Game Date(s)" shall have the meanings given to such terms in Section 5.01-1 of Article V.

"Game-Day Personnel" shall have the meaning given to such term in Section 5.07-7(a) of Article V.

"Hazardous Material" shall have the meaning given to such term in Section 8.16-1(b) of Article VIII.

"Improvement" and "Improvements" shall have the meaning given to such terms in Section 8.01-8 of Article VIII.

"Improvements Fund" shall have the meaning given to such term in Section 8.10 of Article VIII.

"Indemnifying Party" and "Indemnified Party" shall have the meanings given to such terms in Sections 14.01-2 and 14.01-3, respectively, of Article XIV.

"Interference" shall have the meaning given to such term in Section 1.04-1 of Article I.

"Interim Relief" shall have the meaning given to such term in Section 16.07 of Article XVI.

"Letter Agreements" means the letter agreements between MSA and Baltimore Orioles, Inc. dated February 14, 1989 and March 15, 1989, respectively.

"Licensed Suites" shall have the meaning given to such term in Section 9.03 of Article IX.

"Maintain" and "Maintenance" shall have the meaning given to such terms in Section 8.01-6 of Article VII.

"Maintenance Area" shall have the meaning given to such term in Section 8.01-7 of Article VIII.

"Major League Baseball" means, collectively, the American League of Professional Baseball Clubs and the National League of Professional Baseball Clubs as now or hereafter constituted or organized, and any other league of professional baseball clubs which may be constituted from time to time and recognized as a major league authorized to play professional baseball games under the rules and agreements of Major League Baseball.

"Maryland Uniform Arbitration Act" shall have the meaning given to such term in Section 16.02 of Article XVI.

"Memoranda" means, collectively, the Memorandum, the Minimum Requirements, the Concession Requirements, the Clarifications, and the Letter Agreements.

"Memorandum" means the Memorandum of Agreement dated May 2, 1988 between MSA and Baltimore Orioles, Inc. and all exhibits to such Memorandum of Agreement.

"Memorandum of Effective Date" shall have the meaning given to such term in Section 2.01 of Article II.

"Memorial Stadium" shall have the meaning given to such term in Section C of the Recitals.

"Minimum Requirements" means the document entitled "Specifications of Minimum Requirements for a Baseball Park at Camden Yards," which is one of the exhibits to the Memorandum.

"MLBP Agreement" means the Memorandum of Agreement dated February 21, 1992 between and among MSA, the ORIOLES and Major League Baseball Properties, Inc.

"MSA" means the Maryland Stadium Authority, a body corporate and politic of the State of Maryland, and any successor thereto.

"MSA Concession Agreement" means the Agreement between MSA and the Concessionaire, dated September 19, 1988, regarding the development of concession facilities and the provision of concession services at the Ballpark, and all exhibits to such agreement.

"MSA Event(s)" shall have the meaning given to such term in Section 5.01-6 of Article V.

"MSA Force Majeure" shall have the meaning given to such term in Section 17.01-2 of Article XVII.

"MSA Suites" shall have the meaning given to such term in Section 9.02-1 of Article IX.

"MSA Title Sponsorship(s)" shall have the meaning given to such term in Section 5.05-7 of Article V.

"MSA's Year-Round Premises" means the areas of the Ballpark, described more specifically in the list entitled "MSA's Exclusive Year-Round Premises" attached as Exhibit G, which are reserved for the exclusive year-round use of MSA as provided in Section 5.04 of Article V.

"NFL Modifications" shall have the meaning given to such term in Section 3.04 of Article III.

"NFL-Related Restorations" shall have the meaning given to such term in Section 3.04 of Article III.

"Non-Arbitrable Dispute" shall have the meaning given to such term in Section 16.01-1 of Article XVI.

"Non-Baseball Parking Revenues" shall have the meaning given to such term in Section 7.07-1 of Article VII.

"Non-Defaulting Party" shall have the meaning given to such term in Section 15.01-2 of Article XV.

"Non-Emergency Panel" shall have the meaning given to such term of Section 16.05-1 of Article XVI.

"Non-Exclusive Use Period(s)" shall have the meaning given to such term in Section 5.01-5 of Article V.

"Off-Season" means any portion of the year that is not part of the Baseball Season.

"Office of the Commissioner of Major League Baseball" means the individual selected by the owners of Major League Baseball franchises to serve as the Commissioner of Major League Baseball, and the staff, representatives, and employees of the Commissioner of Major League Baseball, or any successor.

"Opening of the Championship Season" means the date of the Baltimore Orioles' first home Major League Baseball game marking the opening of each Championship Season.

"ORIOLES" means The Orioles, Inc., a Maryland corporation, any successor by reincorporation, and its successors and assigns.

"ORIOLES Concession Agreement" means the agreement between the ORIOLES and the Concessionaire, dated September 19, 1988, regarding concession services at the Ballpark, and all exhibits to such agreement.

"ORIOLES' Consultants" shall have the meaning given to such term in Section 3.02-10 of Article III.

"ORIOLES' Day-To-Day Business Operations" shall have the meaning given to such term in Section 5.01-3 of Article V.

"ORIOLES Force Majeure" shall have the meaning given to such term in Section 17.01-1 of Article XVII.

"ORIOLES Suites" shall have the meaning given to such term in Section 9.02-2 of Article IX.

"ORIOLES' Year-Round Premises" means the ORIOLES' office and administration facilities, the Baltimore Orioles clubhouse, tenant storage areas, and other facilities described more specifically in the "List of ORIOLES' Exclusive Year-Round Premises" attached as Exhibit E, which are reserved for the exclusive year-round use of the ORIOLES as provided in Section 5.03-2 of Article V.

"Other Taxes" shall have the meaning given to such term in Section 4.01-3 of Article IV.

"Parking Budget" shall have the meaning given to such term in Section 7.07-2 of Article VII.

"Parking Facilities" shall mean the parking lots on the Camden Yards Site described in Section 7.01 of Article VII.

"Parking Facility Event(s)" shall have the meaning given to such term in Section 5.01-12 of Article V.

"Parking Management Agreement" means the Management Agreement dated March 1, 1992 between MSA and East Coast Parking Associates concerning the management, operation and maintenance of the Parking Facilities, and all exhibits to such agreement.

"Parking Operation Plan" shall have the meaning given to such term in Section 7.05-9 of Article VII.

"Parking Operator" means East Coast Parking Associates, which has been selected by MSA and the ORIOLES to manage the Parking Facilities as provided in the Parking Management Agreement, and any successor third-party parking operator.

"Partial Condemnation" shall have the meaning given to such term in Section 18.01-3 of Article XVIII.

"Permitted Uses" shall have the meaning given to such term in Section 5.03-1 of Article V.

"Physical Obsolescence" and "Physical Obsolete" shall have the meaning given to such terms in Section 8.01-2 of Article VIII.

"Playing Field" shall have the meaning given to such term in Section 8.04-1 of Article VIII.

"Playoff Game" means the game which may be played between the two teams having identical standings in the Eastern Division of the American League at the conclusion of the Championship Season, for the purpose of determining which team will represent the Eastern Division in the ALCS, or any successor playoff game.

"Post-Condernation Work" shall have the meaning given to such term in Section 18.01-4 of Article XVIII.

"Post-Opening Items" shall have the meaning given to such term in Section 3.05 of Article III.

"Post-Season Games" means all Playoff, ALCS and World Series game(s).

"Private Suite" and "Private Suites" shall have the meaning given to such terms in Section 9.01-1 of Article IX.

"Private Suite Costs" shall have the meaning given to such term in Section 9.04-2 of Article IX.

"Private Suite Maintenance Costs" shall have the meaning given to such term in Section 9.04-3 of Article IX.

"Private Suite Payment" shall have the meaning given to such term in Section 9.04-4(b) of Article IX.

"Private Suite Revenues" shall have the meaning given to such term in Section 9.04-1 of Article IX.

"Private Suite Shortfall" shall have the meaning given to such term in Section 9.04-4(f) of Article IX.

"Promoter" shall have the meaning given to such term in Section 5.01-11 of Article V.

"Promotions" shall have the meaning given to such term in Section 11.01-3 of Article XI.

"Property Taxes" shall have the meaning given to such term in Article XIX.

"Rent" shall have the meaning given to such term in Section 4.03-2 of Article IV.

"Rent Credit" shall have the meaning given to such term in Section 4.03-5 of Article IV.

"Rent Schedule" shall have the meaning given to such term in Section 4.04-2 of Article IV.

"Repair" or "Repairs" shall have the meaning given to such terms in Section 8.01-4 of Article VIII.

"Repair Area(s)" shall have the meaning given to such term in Section 8.01-5 of Article VIII.

"Scheduling Calendar" shall have the meaning given to such term in Section 5.10-1 of Article V.

"Security Contractor" shall have the meaning given to such term in Section 12.02-1 of Article XII.

"Sixth Floor Function Room" means the area on the sixth floor of the CSX Warehouse commonly known as the "sixth floor banquet room," which has been developed as a function room and banquet and/or party area as provided in the Sixth Floor Function Room Agreement defined below.

"Sixth Floor Function Room Agreement" means the written agreement effective as of February 3, 1992 between and among MSA, the ORIOLES, and the Concessionaire concerning the construction and development and operation of the Sixth Floor Function Room.

"Sony" means Sony Corporation of America.

"Sony JumboTron System" means the Sony JumboTron videoboard and related equipment installed in the Ballpark pursuant to the Sony/MSA Agreement (defined below).

"Sony/MSA Agreement" means the contract documents dated March 20, 1992 which constitute the written agreement between MSA and Sony regarding the installation of the Sony JumboTron System at the Ballpark.

"Sony/Orioles Agreement" means the letter agreement dated March 17, 1992 between Sony and the ORIOLES regarding the acquisition of certain video equipment, and cabling for the Sony JumboTron System for installation and use at the Ballpark.

"Special Event(s)" shall have the meaning given to such term in Section 5.01-9 of Article V.

"Special Event Area(s)" shall have the meaning given to such term in Section 5.01-10 of Article V.

"Special Event Period" shall have the meaning given to such term in Section 5.10-4(b) of Article V.

"State" means the State of Maryland.

"State Insurance Director" shall have the meaning given to such term in Section 13.01 of Article XIII.

"Substitute Parking" shall have the meaning given to such term in Section 7.09-2 of Article VII.



"Tax Increase" shall have the meaning given to such term in Section 4.01-6 of Article IV.

"Term" shall have the meaning given in Section 2.03 of Article II, and shall include any Extension Term provided for in Section 2.04 of Article II.

"Third Party Rights" shall have the meaning given to such term in Section 1.02 of Article I.

"Total Condemnation" shall have the meaning given to such term in Section 18.01-2 of Article XVIII.

"Total Tax" shall have the meaning given to such term in Section 4.01-4 of Article IV.

"VIP Parking" shall have the meaning given to such term in Section 7.05-2 of Article VII.

## ARTICLE I

### CAMDEN YARDS SITE

Section 1.01. Description of Camden Yards Site. The Camden Yards Site is the site described in the document attached to this Agreement as Exhibit A entitled "Description of the Camden Yards Site." The parties recognize that as of the Commencement Date, MSA has not acquired all of the parcels described in Exhibit A as falling within the Camden Yards Site. For purposes of this Agreement, the term "Camden Yards Site" shall mean the entire site described in Exhibit A (other than the exclusions specified in that Exhibit), including any parcels within such site that MSA may later acquire. MSA may sell, lease, grant easements in or rights of way to, or otherwise transfer portions of or rights to the Camden Yards Site as it deems appropriate, so long as such sale, lease, grant or transfer does not violate the requirements of this Agreement. Exhibit A shall be amended from time to time to reflect land or interests in land within the Camden Yards Site which MSA or its agents may subsequently acquire, or sell or otherwise transfer in accordance with the terms of this Agreement. The Camden Yards Site shall not include any land or interests in land acquired by MSA which fall outside the Camden Yards Site boundaries as they are described in Exhibit A as of the Effective Date, unless MSA and the ORIOLES expressly agree to include such land or interests in the definition of the Camden Yards Site.

Section 1.02. Third Party Rights. It is understood by the parties that MSA's acquisition and ownership of the Camden Yards Site is and shall continue to be subject to certain easements, rights of way, rights of entry, access or use, liens, leaseholds, subleaseholds, encumbrances, acquisition or development rights and other rights of third parties concerning or affecting the Camden Yards Site or facilities located on the Camden Yards Site (collectively, "Third Party Rights"). As of the Commencement Date, MSA has identified the Third Party Rights described on Exhibit B to this Agreement. The parties recognize that there may be additional Third Party Rights in existence of which MSA may not be aware despite its due diligence in attempting to identify all Third Party Rights. MSA shall, upon request and reasonable notice, provide the ORIOLES with access to all information in the possession of MSA regarding the existence, scope and nature of all Third Party Rights with respect to any portion of the Camden Yards Site that affects entry onto, access to, or use of the Ballpark, the Ballpark Preservation Zone, or the Parking Facilities. Such information shall include the Third Party Rights described on Exhibit B as well as any additional Third Party Rights which may be discovered by MSA after the Commencement Date.

Section 1.03. Description of Ballpark Preservation Zone. MSA and the ORIOLES agree that it is desirable and necessary to preserve the sophisticated aesthetic standard of the Ballpark's design and its traditional, old-fashioned character and architectural image ("Aesthetics"). To that end, the parties have agreed that the following areas of the Camden Yards Site shall constitute a "Ballpark Preservation Zone," which shall be subject to certain requirements as set forth in Section 1.04-1 and elsewhere in this Agreement: (a) the Ballpark; and (b) the area surrounding the Ballpark that is bounded by: (i) Camden Street on the north, (ii) Russell Street on the west, (iii) Martin Luther King, Jr. Boulevard on the south, and (iv) on the east, by the existing open-air sidewalk area that runs along the northern portion of the CSX Warehouse, up to the southernmost end of the breezeway located on the ground floor of the CSX Warehouse and along the area commonly known as the "pedestrian spine" up to Martin Luther King, Jr. Boulevard.

Section 1.04. Requirements Regarding Third Party Rights.

1. Restrictions on Granting Third Party Rights.

Notwithstanding the provisions of Sections 1.01 and 1.02 above, MSA shall not grant any Third Party Rights or otherwise enter into any acquisition, sale, lease, development or other types of agreements if the granting or exercise of such Third Party Rights or such other agreements would: (i) diminish the size or alter the dimensions of, or impede access to, the actual physical site (that is, the "footprint") on which the Ballpark is located;

(ii) materially affect the sightlines within the Ballpark, the structure or systems of the Ballpark, or change the Aesthetics within the Ballpark Preservation Zone; or (iii) cause a material adverse interference with the ORIOLES' rights regarding the use and occupancy of the Ballpark as provided in this Agreement, or with the playing or public exhibition of Major League Baseball at the Ballpark (collectively, as set forth in clauses (i) through (iii) above, an "Interference"). NFL Modifications performed in accordance with Section 3.04 of Article III shall not constitute an Interference.

2. Information Concerning Third Party Rights. MSA shall use its Best Efforts to require all third parties having Third Party Rights which permit emergency or non-emergency entries onto or uses of the Ballpark, the areas falling within the Ballpark Preservation Zone, or the Parking Facilities to provide reasonable advance notice to the ORIOLES, wherever reasonably practicable, of all such entries or uses, so that such entries and uses can be planned and coordinated wherever reasonably practicable in order to prevent any potential Interference.

3. Elimination of Certain Third Party Rights. MSA shall condemn, by power of eminent domain, or otherwise eliminate, any Third Party Right respecting any part of the Camden Yards Site which causes an Interference.

## ARTICLE II

### AGREEMENT TO LEASE; TERM

Section 2.01. Effective Date. This Agreement shall be effective and binding upon MSA and the ORIOLES beginning on the date it is signed by MSA and the ORIOLES and the conditions subsequent set forth in Article XXX have been satisfied (the "Effective Date"). Immediately after the Effective Date the parties shall execute a Memorandum of Effective Date in the form set forth in Exhibit C to this Agreement.

Section 2.02. Agreement to Lease. Subject to the terms and conditions set forth in this Agreement, MSA, for itself and its successors and assigns, for and in consideration of the rents to be paid as provided in Article IV and the other covenants and commitments set forth in this Agreement, hereby agrees to lease the Ballpark to the ORIOLES, and the ORIOLES, for itself and its successors and assigns, hereby agrees to lease the Ballpark from MSA, in consideration of the covenants and commitments set forth in this Agreement. In addition, MSA agrees that the ORIOLES

shall have the rights set forth in Article VII of this Agreement with respect to the Parking Facilities.

Section 2.03. Term of Lease. The lease shall be for a period beginning on April 1, 1992 (the "Commencement Date") and continuing until the last day of December of the year in which the ORIOLES complete their thirtieth (30th) Championship Season at the Ballpark (the "Term"). If the ORIOLES are unable to use the Ballpark for the playing of Major League Baseball games due to an ORIOLES Force Majeure or an MSA Force Majeure, then the Term shall be extended for whatever period is necessary in order to ensure that the ORIOLES shall use and occupy the Ballpark for the playing of Major League Baseball for thirty (30) complete Championship Seasons.

Section 2.04. Renewal Option. The ORIOLES shall have the right to extend the Term of this Agreement for one five-year period (the "Extension Term"). The ORIOLES shall exercise such right by written notice given to MSA by the February 1 that immediately precedes the last Championship Season included in the Term defined in Section 2.03. The terms and conditions applicable during such Extension Term shall be the same as set forth in this Agreement, provided that no additional Extension Term shall be available without the prior written approval of MSA.

### ARTICLE III

#### CONSTRUCTION OBLIGATIONS CONCERNING THE BALLPARK AND CAMDEN YARDS SITE

##### Section 3.01. Description of Construction Obligations.

1. MSA. MSA shall cause the Ballpark, the Parking Facilities and the CSX Warehouse to be designed, constructed, developed and completed as provided by the Memoranda and this Agreement in a first-class, workmanlike manner. The costs of such design, construction, development and completion shall be borne by MSA, except to the extent that the ORIOLES or the Concessionaire have obligations to bear or share in certain costs of construction under other provisions of this Agreement, the Concession Agreements, the Camden Club Agreement, or the Sixth Floor Function Room Agreement. MSA shall be responsible for coordinating all arrangements with the City, the State, applicable federal agencies, and/or their respective contractors concerning the construction and/or development of all traffic signals, signage, roads, bridges, and other access routes into or out of the Camden Yards Site as may be necessary to allow public

transportation, pedestrians and vehicle traffic to enter and leave the Ballpark and the Parking Facilities.

2. ORIOLES. The ORIOLES shall have no responsibility to provide or pay for any part of the design, construction, development, furnishing or equipping of the Ballpark, the Parking Facilities or any other improvement on the Camden Yards Site unless otherwise provided in this Agreement, the ORIOLES Concession Agreement, the Parking Management Agreement, the Camden Club Agreement, or the Sixth Floor Function Room Agreement. The ORIOLES' responsibilities with respect to the design, construction, development, furnishing or equipping of the Ballpark shall be limited to the following:

(a) ORIOLES' Year-Round Premises. The ORIOLES shall be responsible for providing, or arranging to provide, at their expense, all furniture, built-in furnishings (such as counters and cabinets) equipment, appliances and other personal property necessary or desirable for the exclusive use and occupancy by the ORIOLES of the ORIOLES' Year-Round Premises, for the training and conditioning of ORIOLES' athletes, and for the use of any other areas of the Ballpark designated in Exhibit E as reserved for the ORIOLES' exclusive use and occupancy, except for those items which were purchased and installed in such areas by MSA as part of MSA's contracts for the initial construction of the Ballpark and renovation of the northern portion of the CSX Warehouse. The ORIOLES' obligations with respect to the ORIOLES' Year-Round Premises shall not include the construction or installation of any demising or partition walls, ceilings, windows, light fixtures, plumbing fixtures, mechanical systems (including heat and air conditioning), carpeting or floor tile, electrical outlets, or wall finishes.

(b) Additional Construction Items. The ORIOLES shall be responsible for the initial cost of certain items constructed or installed in the Ballpark or CSX Warehouse (in areas other than the ORIOLES' Year-Round Premises), as previously agreed between the ORIOLES and MSA.

(c) Private Suite Costs. The ORIOLES shall be responsible for the Private Suite Costs in the manner provided for in Article IX of this Agreement.

(d) Camden Club and Sixth Floor Function Room. The ORIOLES shall share in the cost of constructing and completing the Camden Club and the Sixth Floor Function Room, as provided in the Camden Club Agreement and the Sixth Floor Function Room Agreement, respectively.

(e) Television and Video Equipment. The ORIOLES shall share in the cost of obtaining from Sony certain television

and other video equipment for the Ballpark as provided in the Sony/Orioles Agreement.

(f) Concessionaire's Premises. The ORIOLES shall cause the Concessionaire to construct, equip, finish and furnish all concession areas of the Ballpark in the manner set forth in the Concession Agreements.

(g) Parking Facilities. The ORIOLES shall share in certain costs related to maintaining and equipping the Parking Facilities as provided in Schedule C to the Parking Management Agreement.

Section 3.02. ORIOLES' Involvement in Ballpark Design and Construction. It is understood that as the principal tenant and user of the Ballpark, the ORIOLES have a substantial and continuing interest in the design, construction and development of the Ballpark. MSA shall keep the ORIOLES fully informed of, and actively involved in, all material decisions regarding the design, construction and/or development of the Ballpark, including the design, construction or development of all material additions, modifications or improvements of the Ballpark, and including any restoration of the Ballpark or the construction of a substitute ballpark if such work is required by this Agreement as a result of a casualty or Condemnation (collectively, "Additional Construction"). All Additional Construction shall be planned and completed in accordance with the requirements of this Article III. The following requirements shall apply to such Additional Construction.

1. Approval of Plans and Specifications; Reports.

All plans, designs and specifications for any Additional Construction shall be subject to the prior concurrence of the ORIOLES as provided in this Section 3.02. The ORIOLES shall have the right to participate actively in all phases of the design process, and shall have the right to review and concur with all design development and construction documents, for any Additional Construction (including architectural programs, schematic designs, plans and specifications, renderings, and models). MSA shall provide the ORIOLES with copies of any periodic progress reports furnished to MSA by the Architect in connection with such Additional Construction, and shall give the ORIOLES an opportunity to review, at all reasonable times and upon reasonable notice, all designs, plans, specifications, renderings, or models prepared by the Architect regarding such Additional Construction.

2. ORIOLES' Concurrence Procedures. In all instances requiring the concurrence of the ORIOLES, the ORIOLES shall not withhold their concurrence unreasonably. Notwithstanding the foregoing, the ORIOLES may withhold their concurrence in their sole discretion with respect to any plans, designs or decisions

which do not involve NFL Modifications or NFL-Related Restorations and which would have the effect of materially changing any Minimum Requirements that were incorporated in the initial construction of the Ballpark. The ORIOLES shall not withhold their concurrence in any instance if doing so would be tantamount to withdrawing or negating a prior concurrence. If the ORIOLES withhold their concurrence, they shall promptly provide MSA and the Architect with their written reasons, and the parties shall promptly meet to review such reasons and resolve the matter. If the parties are unable to resolve the matter, it shall be promptly submitted to arbitration for resolution in accordance with Article XVI of this Agreement.

3. Time Requirements for ORIOLES' Concurrences. In all instances requiring decisions by or the concurrence of the ORIOLES, the ORIOLES shall make such decisions or give or withhold such concurrences promptly and diligently, in writing, in order to avoid any delay in Additional Construction or in the design or construction of the Parking Facilities or any other improvements on the Camden Yards Site. Prior to commencing the schematic or design development phase of any Additional Construction (or any other design or construction affecting the Parking Facilities or other improvements on the Camden Yards Site which requires any decisions by or concurrences from the ORIOLES as provided in this Agreement), MSA and the ORIOLES shall agree, in writing, on the timetables and deadlines that shall apply to MSA's requests for such decisions and concurrences and the ORIOLES' responses to such requests.

4. Construction Contract(s). The ORIOLES shall be entitled to review, upon request, copies of all contracts entered into by MSA for the design, construction or development of any Additional Construction. Such contract(s) shall be consistent with the terms and conditions of this Agreement, and shall require MSA's contractor(s) to complete the Additional Construction in conformity with, and without any material deviation from, the final plans for such Construction as agreed upon by MSA with the concurrence of the ORIOLES. Such contract(s) shall require such contractor(s), in the event of a material deviation, to remedy or remove the deviation promptly and completely, to the satisfaction of MSA and the ORIOLES.

5. Construction Manager; Contractors. MSA's selection of a project or construction manager for Additional Construction shall be subject to the prior concurrence of the ORIOLES. The ORIOLES shall be entitled to participate in such selection process to the same extent as provided in Section 3.02-6. MSA shall select the general contractors for any Additional Construction in accordance with its selection process, subject to Section 3.02-6. MSA shall provide the ORIOLES with access, at all reasonable times and upon reasonable notice, to any and all notices, reports, or other written communications that MSA

submits to or receives from its contractor(s). All communications between the ORIOLES and MSA's contractor(s) shall be through MSA.

6. Bidding. If requested by the ORIOLES, MSA shall keep the ORIOLES informed regarding the status of the bids and proposals invited by or submitted to MSA for any Additional Construction, including all bids or proposals regarding the selection of the general contractors. Upon request, the ORIOLES shall be entitled (a) to review all scopes of work, specifications, bid invitations and requests for proposals; (b) to attend all pre-bid or pre-proposal conferences; (c) to be present at all bid openings; (d) to review all bids and proposals submitted to MSA as soon as their disclosure to the ORIOLES is permitted by the procedures applicable to such bidding process; and (e) to consult with MSA regarding such bids and proposals before MSA awards the contract. Notwithstanding the foregoing, to the extent that MSA conducts all or any portion of its selection of contractors or procures all or any portion of the services or materials for Additional Construction in accordance with the State Finance and Procurement Article (Article 11, Section 101 et seq. of the Maryland Annotated Code), such requirements shall govern the extent and nature of the ORIOLES' participation in such selection process if such requirements conflict with the provisions of this Section 3.02-6.

7. Meetings. If requested by the ORIOLES, the ORIOLES shall be entitled to attend all regularly scheduled meetings attended by MSA, the Architect, the Construction Manager, and the contractors. Minutes of such meetings shall be provided to the ORIOLES by MSA within a reasonable time after such meetings.

8. Reports. In connection with all Additional Construction, MSA shall provide the ORIOLES with access at all reasonable times upon reasonable notice to: (a) the statements of estimated project construction cost, project budget(s), and projected construction schedules or other similar documents; (b) the minutes of all progress meetings between MSA and the general contractor that are prepared by the Architect or Construction Manager in accordance with its agreements with MSA, (c) all certificates of payment issued by the Architect regarding contractor requisitions for payment, and (d) all other reports and schedules relating to the progress of the Additional Construction which are customarily prepared and delivered to MSA by the Architect, the Construction Manager, or the general contractors. MSA shall provide copies of any of the foregoing at the ORIOLES' request, subject to a reasonable charge for photocopying expenses. MSA shall make such reports available to the ORIOLES promptly following MSA's receipt of such reports, in order to keep the ORIOLES fully informed regarding the construction and development processes, and enable the ORIOLES to



respond promptly and diligently to any request by MSA for the ORIOLES' concurrence during such processes.

9. Change Orders. All change orders concerning Additional Construction that must be approved by MSA or its agent(s) under the terms of its agreements with the Architect or any contractors which would materially and adversely affect the ORIOLES' use and enjoyment of the Ballpark for Permitted Uses shall not be approved by MSA or its agent(s) without the prior concurrence of the ORIOLES. The ORIOLES shall designate a project representative of the ORIOLES who shall be responsible for coordinating and facilitating all communications with MSA regarding such change orders and who shall have the authority to make prompt binding decisions.

10. ORIOLES' Consultants. The ORIOLES shall be entitled to retain, at their cost and expense, one or more design consultants, architects, engineers, planners, construction managers, or other consultants ("ORIOLES' Consultants") to assist the ORIOLES in evaluating proposed plans and specifications and all other aspects of any Additional Construction. If requested by the ORIOLES, the ORIOLES' Consultants as well as employees, agents, licensees or invitees of the ORIOLES designated by the ORIOLES shall be entitled to attend all regularly scheduled meetings referred to in Section 3.02-7 pertaining to the design and completion of Additional Construction, and shall be entitled to be on-site, at their cost and expense, at all times during the actual completion of such Additional Construction. The ORIOLES shall require the ORIOLES' Consultants and any other persons on-site on behalf of the ORIOLES to comply with all federal, state and local laws, rules and regulations affecting construction, and with all safety precautions and procedures of contractors which are uniformly applicable to presence at the construction site. The ORIOLES and ORIOLES' Consultants shall be entitled to inspect the progress of construction at all times prior to its completion, so long as such inspections do not interfere with the progress of construction. The ORIOLES' Consultants shall not be responsible for any construction means, methods, sequences or procedures or for safety precautions and programs and shall not be responsible for any contractor's failure to carry out work in accordance with their contract(s). Notwithstanding the foregoing, the ORIOLES' Consultants shall promptly notify MSA if they discover any acts, omissions or failures of any contractor or subcontractor that may have a material adverse impact on the proper completion of the Additional Construction.

Section 3.03. Concessionaire Participation. The Concessionaire shall have the right to participate in the design and construction of any Additional Construction affecting the concession facilities at the Ballpark to the same extent as provided in the Concession Agreements regarding the initial design and construction of the Ballpark concession facilities.

In all instances in which decisions by or the concurrence of the Concessionaire is required by the Concession Agreements, the ORIOLES shall use their Best Efforts to cause the Concessionaire to respond to such requests for decisions or concurrences promptly and diligently, in order to avoid any delay in the design or completion of the Additional Construction. The ORIOLES shall be deemed to have used their Best Efforts to cause a prompt and diligent response from the Concessionaire as required by this Section 3.03 if the ORIOLES, immediately after receiving written notice from MSA of a request for a decision or concurrence from the Concessionaire, submit a written request to the Concessionaire, asking the Concessionaire to respond in writing to MSA's request within the time period required by the parties' agreements as described in Section 3.02-3.

**Section 3.04. Modification of Ballpark for NFL Football Games.** If MSA uses the Ballpark for NFL football games as provided in Article V, MSA shall be responsible for planning, completing and paying for all modifications to the Ballpark (including the playing field, stands, and any affected Ballpark facilities or systems) necessary in order to enable such NFL football games to be played in the Ballpark ("NFL Modifications"). MSA shall also be responsible for planning, completing and paying for all restorative work necessary following such NFL games in order to enable the Ballpark to be ready for the playing and public exhibition of Major League Baseball games ("NFL-Related Restorations"). If such NFL games are played only during the Off-Season, MSA shall complete all NFL-Related Restorations that involve or require the use of the playing field by the February 15 immediately preceding the start of the next Championship Season, and complete all other NFL-Related Restorations by the start of the Exclusive Use Period described in Section 5.01-4(a) of Article V. If any NFL game is played during the Baseball Season, MSA shall complete all NFL-Related Restorations (including any between-Game temporary restorations agreed upon by the parties) prior to the start of the next Exclusive Use Period that immediately follows the conclusion of such NFL game. All NFL Modifications and NFL-Related Restorations shall be treated as Additional Construction which shall be planned and completed by MSA with the ORIOLES' participation and reasonable concurrence in the manner provided for in this Article III. MSA shall keep the ORIOLES informed in advance of any plans to use the Ballpark for NFL football games as provided in this Section 3.04 and Article V.

**Section 3.05. Matters Related to the Completion of Construction; Post-Opening Items.** MSA shall cause to be completed (i) all contractors' punch list items required to be completed under MSA's construction contracts with such contractors concerning the Ballpark's initial construction, and (ii) other work jointly identified and agreed upon by MSA and the ORIOLES as necessary for the proper and efficient functioning of

the Ballpark and its systems, which shall be completed either pursuant to MSA's construction contracts or through other arrangements by MSA (collectively, the "Post-Opening Items"). MSA shall cause the completion of the Post-Opening Items as soon as reasonably practicable following Opening Day of the 1992 Championship Season, in accordance with a completion schedule to be developed by MSA and MSA's Construction Manager with the concurrence of the ORIOLES. MSA shall cause the completion of all Post-Opening Items using funds budgeted by MSA for the construction of the Ballpark, and such Items shall not be considered Improvements for purposes of Article VIII of this Agreement.

Section 3.06. Signage. MSA shall cause informational and directional signage to be installed or erected at the Ballpark, the number, design, location and content of which shall be subject to the concurrence of the ORIOLES. Such signage shall be sufficient to allow patrons to travel safely and efficiently to and from the Ballpark, to locate seats, concessions, comfort stations and all other areas and amenities within the Ballpark without difficulty, and to be warned or cautioned of any special hazards or safety instructions (such as foul ball warnings and those pertaining to the proper use of the Ballpark escalators). In addition, MSA shall solicit and consider the views of the ORIOLES regarding the type, size, location and content of informational and directional signage that is installed or erected within the remainder of the Camden Yards Site and on the principal traffic routes leading to the Site. Signage on the Camden Yards Site shall be sufficient to provide patrons with clear and accurate directions and information regarding the location of all facilities within the Camden Yards Site, including the Ballpark, the Parking Facilities, the Football Stadium, and other facilities constructed or developed on the Camden Yards Site that are open to the public, in order to facilitate the smooth flow of pedestrian and vehicular traffic into and out of the Ballpark and the remainder of the Camden Yards Site. MSA and the ORIOLES shall cooperate with each other and with applicable City, State and federal agencies in reviewing and planning all directional signage that is erected and installed on City, State or federal property in or surrounding the Camden Yards Site, including the roads leading into and out of the Ballpark and all major access routes to the Camden Yards Site.

Section 3.07. Inspections and Reports. MSA shall make available to the ORIOLES, at their request, all punch lists, written contractor warranties and related documents, and any record drawings showing the completion of or significant changes made during the initial Ballpark construction which may be furnished to MSA by the Architect in accordance with the Architectural Services Agreement, or which MSA may receive in connection with any Additional Construction. The ORIOLES shall

be entitled to copy such materials for their own use. In addition, the ORIOLES and the ORIOLES' Consultants shall be entitled to attend any warranty inspections of the initial Ballpark construction conducted by the Architect and MSA pursuant to Section 2.23 of the Architectural Services Agreement (or any similar inspections conducted with respect to Additional Construction). MSA shall provide the ORIOLES with copies, upon request, of any written advice or recommendations made by the Architect regarding any evidence of faulty materials or workmanship used in connection with the construction or completion of the Ballpark or the completion of any Additional Construction. MSA shall be responsible for remedying any such defects in material or workmanship in the manner provided for in Article VIII.

Section 3.08. CSX Warehouse. The parties have agreed to retain the CSX Warehouse on the Camden Yards Site, to rehabilitate and initially develop the CSX Warehouse (including the portion included in the definition of the Ballpark), and to further develop the CSX Warehouse in accordance with the terms and conditions of this Agreement.

Section 3.09. Construction or Development of Additional Facilities. Additional facilities designed, constructed or developed on the Camden Yards Site shall not be planned, constructed (including without limitation the construction process) or developed in a manner that constitutes or causes an Interference. MSA shall keep the ORIOLES informed of all proposed plans and specifications for the design, construction or development of such additional facilities, in order to give the ORIOLES an early opportunity to notify MSA if a particular facility, its design or intended use, or the schedule or arrangements for that facility's construction or development, would constitute or cause an Interference.

#### ARTICLE IV

#### PAYMENTS TO MSA

#### Section 4.01. Definitions.

1. Admissions Tax. "Admissions Tax" means the tax payable pursuant to Section 4-101 et seq. of the Tax-General Article of the Maryland Annotated Code (or any successor to such sections), in force from time to time.

2. Annual; Year. The terms "year" and "annual" are used interchangeably in this Article IV and elsewhere in this Agreement to mean and refer to a calendar year.

3. Other Taxes. "Other Taxes" means the sum of the following:

(a) Any and all sales, service, admission, gross revenue and other taxes, assessments, charges, or levies, in addition to or in lieu of the Admissions Tax, which may be imposed by any governmental authority, including by MSA, on the ORIOLES with respect to attendance at baseball games, gate admissions, ticket sales or revenues from public attendance at baseball games or otherwise in connection with the operation of a Major League Baseball franchise by the ORIOLES;

(b) Any and all leasehold tax or similar tax imposed on the ORIOLES with respect to the lease of the Ballpark;

(c) Any and all amusement and similar tax, assessment, charge or levy imposed on the ORIOLES with respect to public exhibition of baseball games in addition to or in lieu of the Admissions Tax; and

(d) any other tax or imposition, however characterized or classified, which is imposed against or payable by the ORIOLES in connection with their baseball operations.

Notwithstanding the foregoing, no tax, assessment, charge or levy described in subsections (a)-(d) shall be considered part of Other Taxes unless it is restricted in application to the ORIOLES, the Ballpark, the Camden Yards Site or to professional sports franchises. Taxes, assessments, charges and levies described in this Section 4.01-3 which are generally applicable to individuals or businesses in the State shall not be considered Other Taxes.

4. Total Tax. "Total Tax" means the total of the Admissions Tax and Other Taxes paid by the ORIOLES for a given year.

5. Existing Admissions Tax. "Existing Admissions Tax" means a 10% Admissions Tax.

6. Tax Increase. "Tax Increase" means any increase above 10% in the rate of Admissions Tax permitted by law, which is imposed on the ORIOLES by MSA, by the City, or by both, whether by operation of law following the State's increase in the maximum permissible rate for such tax, or as a result of MSA's or the City's election to impose the maximum permissible rate for such tax.

7. **Excess Taxes.** "Excess Taxes" means the amount, if any, by which the Total Tax imposed on the ORIOLES for any given year exceeds the Total Tax that the ORIOLES would have paid for such year if there were no Other Taxes and if the Admissions Tax for such year were the Existing Admissions Tax.

Section 4.02. **Obligation to Pay Admissions Tax.** The ORIOLES shall collect and pay the Admissions Tax in the manner required by Section 4-101, et seq. of the Tax-General Article of the Maryland Annotated Code as amended from time to time. The ORIOLES shall pay such Admissions Tax in addition to the Rent provided for in Section 4.03 of this Article IV.

Section 4.03. **Calculation and Payment of Rent.**

1. **Definitions.** As used in this Section 4.03, the terms listed below shall have the following meanings:

(a) **Net Admissions Revenues.** The phrase "net admissions revenues," as used in Section 4.03-2(a), shall mean the balance that remains of all revenues from admissions (including base ticket prices for the Private Suites and club level seats), after deducting the Admissions Tax and the shares paid to the American League and to visiting teams.

(b) **Concession Revenues.** The phrase "concession revenues," as used in Section 4.03-2(c), shall mean the gross concession revenues earned by the ORIOLES from the Concessionaire's sale of concessions pursuant to the ORIOLES Concession Agreement (or any successor to such agreement).

(c) **Net Ballpark Advertising Revenues.** The phrase "net Ballpark Advertising revenues," as used in Section 4.03-2(e), shall mean the balance that remains of all revenues from the sale or licensing of Ballpark Advertising (as defined in Section 11.01-2) after deducting (i) agency fees and commissions, (ii) reasonable and necessary expenses incurred by the ORIOLES for constructing any additional advertising panels as permitted by Section 11.02-4, and (iii) beginning with the ORIOLES' payment of Rent for the 1993 year, reasonable and necessary expenses incurred by the ORIOLES for installing and Maintaining the Ballpark Advertising copy or artwork.

(d) **Net Private Suite Revenues.** The phrase "net Private Suite Revenues," as used in Section 4.03-2(f), shall mean the balance that remains of all Private Suite Revenues after deducting (i) the Admissions Tax, (ii) the annual Private Suite Payment and the semi-annual payments of Private Suite Maintenance Costs as provided in Article IX, (iii) the base ticket prices for the Private Suites, (iv) the club level license or membership fees, and (v) parking charges.

(e) Club Level License or Membership Fees. The phrase "club level license or membership fees," as used in Section 4.03-2(g), means the balance that remains of all club level license or membership fees after deducting the base ticket prices for club level seating.

2. Calculation of Rent. The rent payable by the ORIOLES to MSA for each year of the Term (the "Rent") shall be equal to the sum of the following revenues, as and if earned under GAAP by the ORIOLES or by any entity owned or controlled by the ORIOLES:

(a) seven percent (7%) of net admissions revenues for all Championship Season Games;

(b) five thousand dollars (\$5,000) for each Post-Season Game, All-Star Game, exhibition Game and each charity game played at the Ballpark (in lieu of the percentages provided for in subsection (a) above);

(c) seven and one-half percent (7-1/2%) of concession revenues, except as follows:

(i) five percent (5%) of concession revenues from food and beverages sold from concession stands on the club level of the Ballpark (except that such percentage shall be 7-1/2% of such revenues from items sold on the club level concession stands which are also regularly sold in grandstand concession stands);

(ii) three and one-third percent (3-1/3%) of concession revenues from the sale of food and beverages served by waiters or waitresses and from catered Baseball-Related Events in Catered Event Areas, including such sales on the club level of the Ballpark and in the Sixth Floor Function Room;

(iii) four and one-sixth percent (4-1/6%) of concession revenues from catering provided in the Private Suites;

(iv) one and two-thirds percent (1-2/3%) of concession revenues from the sale of tobacco products;

(v) two and one-half percent (2-1/2%) of concession revenues from the sale of candy;

(vi) two and one-half percent (2-1/2%) of concession revenues from the sale of specialty novelties;

(vii) six and two-thirds percent (6-2/3%) of concession revenues from food and beverages sold in the Ballpark cafeteria and deli bars; and

(viii) seven and one-half percent (7-1/2%) of (x) any liquidated damages or other damages paid to the ORIOLES by the Concessionaire under Paragraph 17 or Paragraph 22 of the ORIOLES Concession Agreement, or (y) any other compensatory damages otherwise paid to the ORIOLES by the Concessionaire (net of any reasonable attorneys' fees incurred by the ORIOLES) to compensate the ORIOLES for lost concession revenues which the ORIOLES would have been obligated to include in the calculation of Rent had they been paid to the ORIOLES as required by the ORIOLES Concession Agreement (or any successor to such agreement).

(d) fifty percent (50%) of the ORIOLES' net parking receipts, calculated in accordance with Section 7.08 of Article VII;

(e) twenty-five percent (25%) of the net Ballpark Advertising revenues;

(f) ten percent (10%) of the net Private Suite Revenues; and

(g) seven and one-half percent (7-1/2%) of revenues earned by the ORIOLES from club level license or membership fees.

3. Accounting in Accordance with GAAP. All revenues required to be included in the calculation of the Rent and all expenses or other amounts expressly permitted to be deducted when calculating the Rent under this Section 4.03 shall be booked and accounted for by the ORIOLES solely in accordance with GAAP. Such revenues and permissible expenses shall be properly deferred or accrued in accordance with GAAP, so that receipts are included in the revenues subject to the Rent in the year earned rather than in the year received, and permissible expenses or other deductions are included in the Rent calculation in the year when the contracts or services are performed rather than in the year paid, whenever such treatment is required by GAAP. In addition, all revenues required to be included in the calculation of the Rent under this Section 4.03 shall be booked and accounted for solely as the revenues of the ORIOLES or of an entity or entities owned or controlled by the ORIOLES.

4. Effect of Cable Television on Admissions Revenues. If MSA establishes to the satisfaction of an arbitrator (in accordance with the procedures of Article XVI) by clear and convincing evidence that cable television has had a detrimental impact upon admissions and/or concessions revenues for any given year, then the amounts of such revenues used to calculate the Rent shall be adjusted retroactively for that year to reflect the decrease in such revenues found by the arbitrators, by clear and



convincing evidence, to be directly attributable to cable television.

5. Rent Credit Based on Total Tax. The ORIOLES shall be entitled to a credit against Rent (the "Rent Credit") to the extent and in the manner provided for in this Section 4.03-5:

(a) During First 15 Years of Term. During the first 15 years of the Term, the Rent provided for in this Section 4.03 is based in part upon the ORIOLES' collection and payment to the State of the Existing Admissions Tax, of which MSA receives an 8% Admissions Tax, and the City receives a 2% Admissions Tax. If Excess Taxes are imposed on the ORIOLES in any year during the first 15 years of the Term, as a result of a Tax Increase and/or the imposition of Other Taxes during such period, the ORIOLES shall be entitled to a Rent Credit, which shall be computed as follows:

(i) If such Excess Taxes consist solely of Other Taxes, the ORIOLES' Rent Credit for such year shall be the amount of such Other Taxes.

(ii) If such Excess Taxes are attributable solely to a Tax Increase, the ORIOLES' Rent Credit for such year shall be: (x) 100% of the amount of Excess Taxes attributable to any Tax Increase that provides MSA with an Admissions Tax of 8% or more; and (y) 50% of the amount of Excess Taxes attributable to any Tax Increase that provides the City with an Admissions Tax greater than 2%.

(iii) If such Excess Taxes are attributable to a combination of Other Taxes and a Tax Increase, the ORIOLES' Rent Credit shall consist of the sum of (x) such Other Taxes; and (y) a credit for the Tax Increase, calculated as provided in subsection (ii) of this Section 4.03-5(a).

(b) During Balance of Term. If Other Taxes are imposed on the ORIOLES for any year during the balance of the Term (beginning with the 16th year), then ORIOLES shall be entitled to a dollar-for-dollar Rent Credit against the Rent for such year in the amount of such Other Taxes.

(c) Adjustment to Account for Decreases in Admissions Tax. Any Rent Credit due to the ORIOLES under this Section 4.03-5 shall be reduced to account for any reduction below 10% in the Admissions Tax applicable for such year. The amount of such reduction shall be the difference between the Admissions Tax due for such year and the amount tax that the ORIOLES would have paid for such year pursuant to the Existing Admissions Tax.

(d) Calculation. Any Rent Credit available under this Section 4.03-5 shall first be applied to the Rent due for the then current year and thereafter to the Rent for any subsequent year or years during the Term.

(e) Payment of Tax. The ORIOLES' entitlement to a Rent Credit as provided in this Section 4.03-5 shall not affect in any way the ORIOLES' obligation to pay the Admissions Tax or Other Taxes in the amount and in the manner required by law.

**Section 4.04. Payment and Confirmation of Rent; Documentation to be Provided to MSA.**

1. Payment of the Rent. The ORIOLES shall pay MSA the Rent owed for 1992 by the first business day of January, 1993. The ORIOLES shall pay the Rent owed to MSA for 1993 and each subsequent year of the Term in two installments, as follows: (i) by July 31 of each such year, the ORIOLES shall pay MSA the first installment of the Rent, which shall be calculated as provided in Section 4.03 on the revenues earned by the ORIOLES as of June 30 of that year; and (ii) by the following January 31, the ORIOLES shall pay MSA the balance of the Rent due for the preceding year, calculated as provided in Section 4.03 on the balance of all revenues earned by the ORIOLES for such year. The ORIOLES' Rent payment for 1992 and each installment payment of the Rent for all subsequent years shall be accompanied by a Rent Schedule, in the manner described in Section 4.04-2.

2. Documentation of the Rent. The ORIOLES shall furnish to MSA a written schedule showing the ORIOLES' calculation of each payment of Rent and all categories of revenue subject to the Rent, net of permissible deductions as provided in Section 4.03. Such written schedule shall be prepared in accordance with GAAP and shall conform substantially to the schedule attached to this Agreement as Exhibit D (the "Rent Schedule"). (The Rent Schedule form attached as Exhibit D may be amended from time to time if agreed upon in writing by MSA and the ORIOLES.) The ORIOLES' first installment payment of the Rent (to be paid by the deadline prescribed in Section 4.04-1) shall be accompanied by an unaudited Rent Schedule showing revenues subject to the Rent as of June 30. The ORIOLES' final payment of the Rent for each year, including the ORIOLES' Rent payment for 1992 (to be paid by the deadlines prescribed in Section 4.04-1) shall be accompanied by an unaudited year-end Rent Schedule, showing all revenues subject to the Rent and the ORIOLES' total Rent payment for such year. Such year-end Rent Schedule shall be examined by the ORIOLES' independent auditors and shall include the opinion of such auditors, to be provided in the form set forth in Exhibit D, that the revenues reflected on such year-end Rent Schedule present fairly, in all material respects, the revenues of the ORIOLES subject to the Rent as provided in this Agreement, and that the ORIOLES have complied

with this Agreement in calculating the Rent to be paid to MSA for the year in question. The ORIOLES shall furnish such audited year-end Rent Schedule to MSA within 10 days after it is available from the ORIOLES' auditors. The ORIOLES shall use their Best Efforts to cause their auditors to furnish an audited year-end Rent Schedule expeditiously, and in any event, shall provide MSA with an audited year-end Rent Schedule no later than 90 days after the end of the ORIOLES' fiscal year.

3. Turnstile Readings. The ORIOLES shall furnish to MSA a copy of the turnstile readings for all Championship Season Games. The ORIOLES shall furnish such turnstile readings to MSA by the end of each such Game, or if two Games are played on the same day, by the end of the second Game. In addition, at the time that the ORIOLES submit the audited year-end Rent Schedule to MSA as provided in this Section 4.04, the ORIOLES shall also submit to MSA a detailed statement showing the total of all receipts from the sale of tickets and admissions for the Championship Season Games included in such Rent Schedule.

4. Confirmation of Payment by MSA; Inspection of Records. Within 30 days following MSA's receipt of the audited year-end Rent Schedule for the ORIOLES' total payment of Rent for each year, MSA, or its auditor or such auditor's designee, shall have the right upon request, during normal business hours and at the offices of the ORIOLES, to examine the books and records of the ORIOLES or any entity owned or controlled by the ORIOLES which relate to the ORIOLES' calculation of the Rent, for the sole purpose of confirming the calculation of the Rent due to MSA for the year in question. During such period, and upon request, MSA shall be entitled to inspect: (i) certified copies of the ORIOLES' State, MSA and City Admissions Tax returns showing all Admissions Taxes paid by the ORIOLES; (ii) contracts between the ORIOLES and third parties which contain information relating to the calculation of the Rent, including such information as MSA may reasonably request with respect to the operations of the Concessionaire, if the ORIOLES are entitled to receive the requested information under the ORIOLES Concession Agreement; and (iii) such other information as may be reasonably requested by MSA which relates to the calculation of the Rent.

Section 4.05. Future Negotiation of New Rental Formula. Each successive owner of the Baltimore Orioles baseball franchise shall have the option to seek modifications to the formula for the Rent set forth in Section 4.03, or the negotiation of a new Rent formula. Such option shall be exercised promptly by such successive owner, through a written request to MSA for consideration of such modifications or renegotiation. MSA shall only be obligated to consider any such request during the 90-day period that immediately follows the closing date of such successive owner's acquisition of the Baltimore Orioles baseball franchise. MSA shall have the right, in its sole discretion, to

accept or reject any proposed modifications or renegotiations of the Rent. If no agreement is reached between MSA and such successive owner regarding such proposed modifications or renegotiations within the 90-day period described in this Section 4.05, the provisions of this Article IV shall govern and shall be binding upon such successive owner.

Section 4.06. Confidentiality. MSA shall keep confidential, as required by law, any confidential commercial or financial information provided or made available to MSA by the ORIOLES in connection with the ORIOLES' performance of their obligations under this Agreement. MSA shall not disclose such confidential information to any third party in any form without the ORIOLES' prior written consent, unless (i) the disclosure is made by MSA to MSA's or the State's accountants or attorneys; (ii) the disclosure is required by law; or (iii) the disclosure is made by MSA to government officials, and is necessary in order for MSA to discharge its legal obligations as a body politic and corporate of the State. If MSA receives any request under the Maryland Public Information Act or any similar statute for the public disclosure of any such information, MSA shall notify the ORIOLES before disclosing any such information and allow the ORIOLES an opportunity to assert and defend their interests in the manner permitted by law.

Section 4.07. Rent Abatement and Lease Modifications to Achieve Parity. MSA and the ORIOLES intend for there to be a parity between the terms of this Agreement and the terms of any similar agreement made by MSA or another Maryland public agency with a National Football League football team with respect to the Football Stadium proposed for construction on the Camden Yards Site. Accordingly, MSA and the ORIOLES agree as follows:

1. Rent Abatements to Achieve Parity. If MSA, or other state or local Maryland public agency constructs the Football Stadium and leases it to a professional football team, and MSA, the City, the State of Maryland or their respective taxing authorities or agencies (collectively, the "taxing authority") provides to such professional football team any abatement, forgiveness, or reduction with respect to taxes of a category paid by the ORIOLES (collectively, the "abatements"), MSA shall either provide or obtain from the taxing authority identical abatements for the ORIOLES or give the ORIOLES a credit against the Rent, equal to the amount of savings which the ORIOLES would have realized if they were the beneficiaries of identical tax abatements, forgiveness or reduction.

2. Lease Modifications to Achieve Parity. If MSA or another public agency of the State of Maryland leases the Football Stadium to a National Football League football team, or otherwise enters into an arrangement for the use or occupancy of such Football Stadium that is substantially the functional

equivalent of a landlord-tenant relationship, MSA shall provide the ORIOLES with a copy of such lease or other accurate and complete documentation of the terms of MSA's arrangement with such tenant or team. If the ORIOLES believe in good faith that such lease or equivalent arrangement provides such tenant or team with terms (including without limitation rent and other concessions) that are not fairly comparable to those accorded to the ORIOLES in this Agreement, then the ORIOLES may request in writing that MSA modify this Agreement to accord the ORIOLES what the ORIOLES in good faith believe to be fairly comparable terms. If MSA declines to make such modifications, then the ORIOLES, at their option, shall be entitled to submit this matter to arbitration as a commercial dispute in accordance with the procedures in Article XVI. In such arbitration, the arbitrators shall consider (i) the provisions (whether financial or otherwise) of all agreements between MSA and the ORIOLES, (ii) the provisions (whether financial or otherwise) of all agreements between MSA or other state agency and the National Football League tenant or team using the Football Stadium, and (iii) the respective customs, practices and economics of the professional baseball and professional football industries. The sole remedy available to the ORIOLES in such arbitration shall be to seek modifications of the terms of this Agreement (whether retroactively, prospectively, or both), in order to make this Agreement fairly comparable with the agreement with the National Football League football team.

**Section 4.08. Rent Abatements for Force Majeure.** If the ORIOLES are unable to play Championship Season Games at the Ballpark as a result of an event of ORIOLES Force Majeure or MSA Force Majeure as provided in Article XVII, the Term shall be suspended and any Rent due under this Agreement shall be abated for such period. If the ORIOLES are prevented by a Force Majeure from playing any Championship Season Game at the Ballpark and, as authorized by this Agreement, play such Game(s) at another location while the Ballpark remains unavailable, all revenues and receipts and all expenses from any Games played at such other location which would otherwise be included in the Rent calculation had such Game(s) been played at the Ballpark shall not be included in computing any Rent due under this Article IV.

**Section 4.09. Disputed Payments: Late Payments.**

1. **Disputed Payments.** If MSA, following its examination of the Rent paid by the ORIOLES as provided in Section 4.04-4, disputes the ORIOLES' calculation of the Rent, the parties shall promptly meet and attempt in good faith to resolve the dispute informally. If the dispute cannot be resolved informally by the parties, it shall be submitted for arbitration as provided in Article XVI.

**2. Obligation to Make Undisputed Payments Timely.**

The ORIOLES shall pay to MSA any portion of the Rent (or of any other amount which the ORIOLES are required to pay to MSA under this Agreement) that is not disputed in good faith by the ORIOLES as provided in this Agreement, and shall make such payments by the date or dates specified in this Agreement for paying such amounts to MSA. The pendency of a dispute between the parties regarding any portion of the Rent, or any other sum due from the ORIOLES to MSA, including the pendency of an arbitration proceeding under Article XVI, shall not relieve the ORIOLES of their obligation to pay to MSA, when due as provided in this Agreement, any portion of the Rent (or other payment due) which is not disputed in good faith by the ORIOLES.

**3. Late Payments.** If any Rent or any other payment due from the ORIOLES to MSA under this Agreement is past due for more than 30 days, the ORIOLES shall pay MSA interest on such overdue or unpaid amount, which shall be computed at two percentage points above the then-prevailing prime rate of interest (as published from time to time by the Wall Street Journal), from the date when such payment was due until the full amount in question has been paid to MSA. (Notwithstanding the foregoing, the ORIOLES shall not be obligated to pay such interest on any overdue or unpaid Rent or other amounts if the ORIOLES dispute their obligation to pay such amounts in good faith, submit the matter to arbitration in accordance with Article XVI, and prevail in such arbitration proceeding.)

**Section 4.10. ORIOLES' Business Decisions.** Notwithstanding any provision in this Article IV, and except as expressly provided otherwise elsewhere in this Agreement, MSA shall have no right to approve or veto the ORIOLES' decisions regarding the business operations of the ORIOLES or the baseball operations of the Baltimore Orioles. The ORIOLES shall have the sole and exclusive right to make all such decisions in accordance with their own needs as the ORIOLES deem appropriate, without interference from MSA, including without limitation, all decisions regarding ticket prices and policies and policies regarding complimentary or discounted admissions.

**Section 4.11. Accord and Satisfaction.** Payment by the ORIOLES, or receipt or acceptance by MSA, of any payment of Rent in an amount less than the amount required to be paid under this Agreement shall not be deemed an accord and satisfaction, or a waiver by MSA of its right to receive and recover the full amount of Rent due and payable under this Agreement, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. MSA may accept such check or payment without prejudice to MSA's right to recover the balance of such Rent due under this Agreement in the manner provided for in this Agreement.

## ARTICLE V

### USES OF THE BALLPARK AND CAMDEN YARDS SITE

Section 5.01. Definitions. As used in this Agreement, the terms listed below shall have the following meanings:

1. Games; Game Date(s).

(a) "Game(s)" means and includes: (a) each Baltimore Orioles Championship Season home game, including the game played on the Opening of each Championship Season; (b) each Baltimore Orioles home Post-Season Game; (c) any Major League exhibition game played by the Baltimore Orioles at the Ballpark; and (d) any All-Star Game played at the Ballpark. (If Major League Baseball and/or the American League should add to, delete, or change the names or terminology used for, any of the Games described in this subsection or in the Definitions of this Agreement, such additions, deletions or new terminology shall be incorporated into the definition of "Games" as set forth in this Section 5.01-1(a) and any affected definitions set forth in the Definitions of this Agreement.)

(b) "Game Date(s)" means the date(s) of all Games, as originally scheduled and as rescheduled by the American League or Major League Baseball as a result of rain-outs or other scheduling changes. "Game Dates" for Post-Season Games shall include the dates on which any Post-Season Game could potentially be played at the Ballpark, until such time as it is finally determined whether the Baltimore Orioles will participate in such Post-Season Games.

2. Baseball-Related Events. "Baseball-Related Event(s)" means and includes the following events and activities: (a) any charity, civic or other baseball game that is not a Championship Season or Post-Season Game which involves the ORIOLES or the Baltimore Orioles, past or present players of the Baltimore Orioles, past or present Major League Baseball players, or minor league baseball players; and (b) non-game events held or sponsored by the ORIOLES which are related to the operation of a Major League Baseball Club or the marketing and promotion of Major League baseball, including attendance at Games, to the public, including but not limited to rallies, tag days, practice sessions, conditioning activities, autograph sessions, charity and civic events, season ticket subscriber receptions, press conferences, and marketing, sales, public relations and promotional events. "Baseball-Related Events" shall include events requiring the use of Ballpark banquet facilities if such events are related to baseball, such as: events involving the

American or National League, Major League Baseball or baseball personalities; events held by ORIOLES' front office executives; events for other baseball teams; events involving the Babe Ruth Museum or other non-profit organization directly involved in the promotion of baseball; and events surrounding Opening Day and the All-Star Game. In addition, each year the ORIOLES shall be entitled to hold one event using the Ballpark's banquet facilities involving a charity sponsored by the ORIOLES (as opposed to members of the Baltimore Orioles professional baseball team) as a Baseball-Related Event.

**3. ORIOLES' Day-to-Day Business Operations.**

"ORIOLES' Day-To-Day Business Operations" means and includes: (a) the playing and public exhibition of the Games; (b) all aspects of operating, managing, financing, scouting, promoting, publicizing, marketing, training, and conditioning the Baltimore Orioles professional team and otherwise preparing the Baltimore Orioles professional team for the public performance of Major League baseball; (c) replacing members of and maintaining the Baltimore Orioles professional team (including activities relating to scouting, publicizing, training, and conditioning minor league baseball teams affiliated with the Baltimore Orioles); (d) the marketing of Baltimore Orioles baseball games to the public and the promotion of public attendance at Baltimore Orioles games; (e) any and all other activities which are customarily associated with, or are conducted in connection with, the conduct of the business of a Major League Baseball team; and (f) any other activities which are the right or the responsibility of the ORIOLES to conduct in the Ballpark as provided elsewhere in this Article V or this Agreement.

**4. Exclusive Use Period(s).** "Exclusive Use Period(s)" means the following periods during each Baseball Season:

(a) the period that begins 10 days before the Opening of each Championship Season and ends 36 hours after the conclusion of such Opening Game;

(b) the period that begins 18 hours before the scheduled (or rescheduled) starting time of each Championship Season game and ends 6 hours after the conclusion of such game (or after the conclusion of the second game, in the case of "double-header" Games), except that such period shall end 48 hours after the conclusion of the last Championship Season Game played at the Ballpark each Baseball Season if there are no Post-Season Games;

(c) the period that begins 10 days before the date of any All-Star game scheduled (or rescheduled) to be played in the Ballpark and ends 36 hours after the conclusion of such game;



(d) until it is finally determined whether the Baltimore Orioles will play any Post-Season Games, the dates on which Post-Season Games could potentially be played at the Ballpark (which dates shall be eliminated from the Exclusive Use Periods if the Baltimore Orioles are eliminated from Post-Season Games); and

(e) once it is determined that the Baltimore Orioles will play any Post-Season Game at the Ballpark, the period that begins immediately after the conclusion of the last Championship Season home game and ends 48 hours after the conclusion of the last Post-Season Game played at the Ballpark.

5. Non-Exclusive Use Period(s). "Non-Exclusive Use Period(s)" means any period of time, whether during the Baseball Season or the Off-Season, that is not defined as an Exclusive Use Period under Section 5.01-4.

6. MSA Event(s). "MSA Event(s)" means any Catered Event, Special Event or Parking Facility Event that is held at the Ballpark which is not defined as a Game or a Baseball-Related Event under this Section 5.01. MSA shall not conduct or permit others to conduct the following events: (a) professional baseball games; (b) any type of baseball games during the Baseball Season; (c) football games (except as otherwise provided in Section 5.09 regarding certain football games); or (d) any event during the Baseball Season which, in the ORIOLES' reasonable judgment (to be exercised by applying the standards and practices of Major League Baseball), would interfere with the maintenance of the playing field in first-class Major League condition or which would be detrimental, in the ORIOLES' reasonable judgment, to the playing or public exhibition of Major League baseball.

7. Catered Event(s). "Catered Event(s)" mean any event at the Ballpark other than a Baseball-Related Event, the location of which is limited to the Catered Event Areas defined in Section 5.01-8.

8. Catered Event Area(s). "Catered Event Area(s)" means and includes: (a) the deli bars, buffet and lounge areas, the party suites and the "Diamond Club" buffet and cocktail lounge on the club level of the Ballpark (excluding all Private Suites other than the MSA Suites described in Article IX); (b) the picnic areas known as "Bullpen Parks," and the club level and upper deck terraces in left field; (c) the Sixth Floor Function Room in the CSX Warehouse; (d) the Camden Club (including the restaurant and grill) in the CSX Warehouse; (e) the cafe located in the CSX warehouse known as "Pastimes"; (f) the restaurant and bar facility in the CSX Warehouse known as "Bambino's"; (g) the pedestrian walkway known as Eutaw Street; and (h) the plaza areas outside the "stadium" structure of the Ballpark, including the area known as "Maryland Square" and the plaza area at the home

plate entrance to the Ballpark. (For purposes of this Article V, the Camden Club shall be considered a Catered Event Area, but the scheduling of events in the Camden Club shall be governed solely by the Camden Club Agreement and not by Section 5.10 of this Agreement.)

9. **Special Event(s).** "Special Event(s)" means any event other than a Baseball-Related Event that is held in the Ballpark in one or more of the Special Event Areas defined in Section 5.01-10, the location of which is not restricted to Catered Event Areas.

10. **Special Event Area(s).** "Special Event Area(s)" means and includes all areas of the Ballpark, including the concourses, playing field and stands, but shall not include: (a) the ORIOLES' Year-Round Premises, (b) the Private Suites described in Article IX (other than the MSA Suites), or (c) the Concessionaire's Year-Round Premises (except when used by MSA as provided in the MSA Concession Agreement). Special Event Areas may include, but are not limited to, the Catered Event Areas defined in Section 5.01-8.

11. **Promoter.** "Promoter" means any third-party individual or entity who sponsors or conducts an MSA Event with authorization from MSA, and who agrees to be responsible to MSA for the payment of all charges in connection with such Event.

12. **Parking Facility Event(s).** "Parking Facility Event(s)" means any event other than a Baseball-Related Event that is held in any portion of the Parking Facilities, other than the areas of the Parking Facilities reserved for the ORIOLES' use as provided in Section 7.05-1 of Article VII.

Section 5.02. **All Home Games at Ballpark.** During the Term, the ORIOLES shall cause the Baltimore Orioles to play all of their Championship Season and Post-Season Games at the Ballpark, except as otherwise authorized by this Agreement or unless otherwise permitted by MSA.

Section 5.03. **ORIOLES' Use of Ballpark.**

1. **Permitted Uses.** The ORIOLES and their guests, licensees, invitees and concessionaires shall be entitled to the possession and use of the Ballpark for playing the Games, for conducting Baseball-Related Events, and for conducting the ORIOLES' Day-to-Day Business Operations (collectively, the "Permitted Uses"). The ORIOLES shall not use the Ballpark for any purposes other than the Permitted Uses without MSA's prior written approval (which may be granted or withheld in MSA's sole discretion).

2. ORIOLES' Year-Round Premises. The ORIOLES and their guests, licensees, and invitees shall be entitled at all times to the exclusive possession and use of the ORIOLES' Year-Round Premises (which are listed and described in Exhibit E to this Agreement).

3. Use of Ballpark During Exclusive Use Periods. The ORIOLES and their guests, licensees, invitees and concessionaires shall be entitled to the exclusive possession and use of the Ballpark for Permitted Uses (excepting only MSA's Year-Round Premises) during all Exclusive Use Periods, except as otherwise provided in Section 5.10-3 regarding the scheduling of Catered Events. Notwithstanding the foregoing, the ORIOLES shall be presumptively entitled to the use of the auxiliary clubhouse of the Ballpark during Games and Baseball-Related Events, unless MSA has a specific need to use such space, and gives the ORIOLES reasonable advance notice of such need. In addition, notwithstanding the provisions of this Section 5.03-3, if required by MSA, the Eutaw Street corridor shall remain open to public pedestrian traffic at all times except (a) during Games and during Baseball-Related Events which are open to the public and use the playing field and stands, and (b) the period preceding such Games and Baseball-Related Events during which the Ballpark gates are open to the public.

4. Use of the Ballpark During Other Periods. In addition to the exclusive rights to the possession and use of the ORIOLES' Year-Round Premises and of the Ballpark as provided respectively in Sections 5.03-2 and 5.03-3, the ORIOLES shall be entitled to use all areas of the Ballpark (other than MSA's Year-Round Premises) for Permitted Uses during Non-Exclusive Use Periods, subject to MSA's rights regarding the concurrent use of the Ballpark as provided in this Article V.

5. Parking Facilities. The ORIOLES shall have the rights provided for in Article VII with respect to the Parking Facilities.

Section 5.04. MSA's Use of Ballpark. MSA shall have the right to use the Ballpark (other than the ORIOLES' Year-Round Premises, except as authorized in Article VIII) for the purpose of conducting MSA's day-to-day business operations and fulfilling its obligations under this Agreement. MSA shall have the exclusive right to the use and possession of MSA's Year-Round Premises (which are listed and described in Exhibit G to this Agreement). In addition, MSA shall have the right to conduct (or to authorize others to conduct) Catered Events, Special Events and Parking Facility Events, as provided in this Article V. MSA shall also have the rights provided for in Article VII with respect to the Parking Facilities.

**Section 5.05. Catered Events and Special Events in the Ballpark.** The requirements set forth in this Section 5.05 shall apply to all Catered Events and Special Events which MSA conducts or authorizes a Promoter to conduct in the Ballpark.

1. **Scheduling.** MSA shall schedule all Catered Events and Special Events in accordance with Section 5.10.

2. **Concessions.** MSA shall use (or require the Promoter to use) the Concessionaire for all food and beverage service provided in the Concession Rights Areas in connection with Catered Events and Special Events, in the manner provided for in the MSA Concession Agreement and Paragraph 2A of the ORIOLES Concession Agreement. In addition, MSA shall not allow any Promoter or other third party to sell or market merchandise or novelty items during or in connection with a Catered Event or Special Event in the Ballpark or in any other Concession Rights Areas unless such activities have been expressly authorized in advance by the ORIOLES and the Concessionaire. (It is understood that the ORIOLES shall grant such authorization in those instances where a Catered Event or Special Event requires special types of food which the Concessionaire cannot provide and so advises MSA.)

3. **Obstruction of Ballpark Signs.** No signs in the Ballpark, including without limitation, the directional and safety signage in the Ballpark and all advertising displayed in or on the Ballpark or in the Ballpark Advertising Rights Areas (or any other areas of the Camden Yards Site where the ORIOLES display advertising in accordance with Article XI), shall be removed, altered, modified, covered or obstructed in any way by MSA, a Promoter or other third party during or in connection with an MSA Event, and such conduct shall be specifically prohibited by MSA in its agreements with Promoters or other third parties. This subsection 3 shall not prohibit MSA from authorizing the following, so long as MSA so informs the ORIOLES in writing at least thirty (30) days in advance in order to enable the ORIOLES to inform any affected advertisers:

(a) reasonably necessary obstructions of signage caused solely by the erection of facilities or equipment necessary for the conduct or performance of a Special Event or Parking Facility Event (which shall be erected and removed at the sole expense of MSA or the Promoter);

(b) the covering or obstruction (but not the removal) of advertising during a Special Event that is a religious crusade or meeting at which the display or illumination of advertising is objectionable on religious grounds; or

(c) the covering or obstruction (but not the removal) of advertising during a particular Special Event is

legally required because the display of advertising during such Event is prohibited by federal, state or local laws or regulations.

4. Gambling. MSA shall not conduct or permit the conduct of any Catered Event or Special Event at which the persons in attendance will engage in gambling activities (other than "bingo" games and similar contests benefitting non-profit organizations) without the prior concurrence of the ORIOLES. The ORIOLES shall not object to the nature of the proposed gambling activity unless the American League or Major League Baseball raises an objection to the conduct of such activity in the Ballpark.

5. Promotional Activities. MSA shall not promote, market or publicize any MSA Event (or allow any Promoter or other party to do so) through the use, reproduction, distribution or display of any name, logo, or trademark of the ORIOLES or the Baltimore Orioles. In addition, MSA shall not use, or permit any Promoter or other third party to use, the name of the Ballpark in connection with such promotional activities except as the stated location of the Event being publicized or promoted.

6. Sale of Ballpark Advertising Prohibited. MSA agrees that it shall not sell or license, or authorize any Promoter or other third party to sell or license, the display or illumination of any advertising of any type (whether fixed or non-fixed, permanent or non-permanent) in the Ballpark Advertising Rights Areas or in the areas identified in Section 11.03-6 during or in connection with any MSA Event.

7. Title Sponsorship of Events. If MSA desires to offer any organization the opportunity to be named in the title of a Special Event as a "title sponsor" of such Event ("MSA Title Sponsorship(s)"), MSA shall use its good-faith Best Efforts to make such MSA Title Sponsorships available in the first instance to advertisers who have the exclusive right under their agreements with the ORIOLES to display advertising in the Ballpark in particular product or service categories, before offering such opportunities to the competitors of such advertisers. The ORIOLES shall identify for MSA all advertisers who have such exclusive rights with respect to advertising displayed in the Ballpark. (MSA shall not be obligated to offer such opportunities to the ORIOLES' exclusive advertisers if the Special Event in question has a pre-existing "name" or "title" and it is not within MSA's prerogative to re-name the event or otherwise offer MSA Title Sponsorships in connection with the Event.) Any MSA Title Sponsorships granted by MSA shall consist solely of the right to be named in the title of a Special Event, and shall not confer upon such sponsor any right to display or conduct advertising in the Ballpark.

8. Ballpark Information Systems. MSA shall not authorize any party other than the ORIOLES to operate or control the Ballpark Information Systems during any Catered Event or Special Event without the ORIOLES' prior concurrence. If such operation is required, it shall be performed by the ORIOLES in accordance with Article X of this Agreement and Section 5.07-7(b) of this Article V (unless MSA makes such arrangements with other parties with the ORIOLES' concurrence). MSA or the Promoter shall be solely responsible for obtaining, in writing, all licenses from the appropriate parties which may be necessary in order to authorize the playing of any copyrighted musical compositions on the Ballpark's sound system during the Event for which the ORIOLES have not previously obtained such licensing rights. In addition, the content of all artwork, words, sounds or material displayed or announced on the Ballpark Information Systems at the request of a Promoter shall be subject to the approval of MSA, and to the rights of the ORIOLES as provided in Article XI.

9. Television Broadcasts. If any Catered Event or Special Event is to be broadcast by MSA or by a Promoter or other third party (with the prior authorization of MSA), MSA shall comply (or require the Promoter or other third party to comply) with the MSA's agreements with third parties regarding the installation and use of the in-house cable television system and all third-party cable systems installed at the Ballpark.

10. Removal of Event Equipment and Facilities. MSA shall require all Promoters of Catered Events and Special Events to remove from the Ballpark premises promptly following the conclusion of the Event any equipment, facilities or other property brought onto the Ballpark premises for the Event. During the Baseball Season, such removal shall be accomplished in sufficient time to enable MSA to arrange for the cleaning and restoration of the premises in question prior to the start of any Exclusive Use Period.

11. Use of Playing Field. In order to protect spring turf growth, during the period from February 1 through April 30 of each Baseball Season, no Special Event shall utilize the playing field. The preparation and maintenance of the playing field before, during and after any Special Event that involves use of the playing field shall be performed in accordance with Section 5.07-7(d) and Section 8.04 of Article VIII.

12. Playing Field Equipment and Sony JumboTron System Cameras. MSA and the ORIOLES have each obtained, and have shared the cost of, certain playing field maintenance equipment (described in Section 8.04 of Article VIII), as well as certain cameras and camera equipment (as identified in the Sony/Orioles agreement) for use in connection with the operation of the Sony JumboTron System. MSA and the ORIOLES shall each make such

playing field and camera equipment available to the other, without charge, for use as needed in connection with Catered Events, Special Events and Baseball-Related Events. Unless otherwise agreed by the ORIOLES, the ORIOLES' personnel shall operate such playing field equipment as provided in Section 5.07-7(d), and shall operate such camera equipment as provided in Section 5.07-7(b), whenever any such equipment is needed in connection with a Catered Event or Special Event.

13. Restricted Areas. Except as otherwise provided in Section 5.07-6 (regarding Private Suites), Section 5.05-12 (regarding playing field equipment and the Sony JumboTron System cameras) and Section 5.07-7 (regarding the use of the ORIOLES facilities and personnel), no Catered Event or Special Event shall involve the use of any ORIOLES property or personnel, or be held in any part of the Private Suites, the ORIOLES' Year-Round Premises, or any area other than a Catered Event Area, a Special Event Area, or the Parking Facilities.

Section 5.06. Conduct of Catered Events. MSA shall enter into a written agreement with the Promoter of each Catered Event, which shall be consistent with the requirements of Section 5.05 and this Section 5.06. Such agreement shall expressly notify the Promoter of any prohibitions and restrictions set forth in Section 5.05 which apply (or may apply) to the Event in view of the scope of activities requested to be conducted by the Promoter. Such agreements shall provide that the ORIOLES shall have no responsibility or liability whatsoever to MSA, the Promoter, or to any other party for the actions or omissions of the Promoter or any attendee of a Catered Event. In addition, such agreements shall include the provisions regarding indemnification and insurance described in Sections 5.07-1 and 5.07-2, if reasonably requested by the ORIOLES in consultation with their insurers in view of the nature of a particular Catered Event and the number of persons expected to attend it.

Section 5.07. Conduct of Special Events. In addition to the requirements of Section 5.05, the following requirements shall also apply to all Special Events conducted or authorized to be conducted by MSA in the Ballpark (unless otherwise agreed by MSA and the ORIOLES in connection with a particular Special Event):

1. Indemnification. The ORIOLES shall have no responsibility or liability whatsoever to MSA, to the Promoter, or to any other party for any actions or omissions of a Promoter or any other party during or in connection with a Special Event, or for any death, bodily or personal injury, or property damage or loss occurring during or in connection with any Special Event. MSA shall cause the Promoter of each Special Event to agree in writing to indemnify and hold the ORIOLES and their officers, directors, shareholders, agents and employees harmless from and

against all costs, liabilities, damages or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and expenses) which the ORIOLES may incur (other than as a direct result of the ORIOLES' own negligence or intentional misconduct) for (a) damage to the ORIOLES' property; or (b) in connection with any claim, demand or suit brought or made against the ORIOLES (or any of their officers, directors, shareholders, agents or employees) that arises out of or is connected in any way to (i) death of any person or bodily or personal injuries to third parties or loss of or damage to the property of any party during or in connection with the use of the Ballpark for a Special Event, or (ii) any action or omission of the Promoter.

2. Insurance. MSA shall require the Promoter to obtain and maintain (and to provide evidence of) sufficient insurance coverage for general liability and property damage, in form and amounts to be subject to the ORIOLES' concurrence, including sufficient insurance covering the Promoter's indemnification of the ORIOLES. (The sufficiency of such insurance, and the ORIOLES' concurrence in the form and amount of coverage, shall be determined on a case-by-case basis in consultation with MSA and the ORIOLES' insurers, recognizing that the reasonable insurance requirements for Special Events may differ depending on the nature and scope of the Event and the particular risks involved.) Such insurance shall specifically name the ORIOLES as an additional insured, and shall provide that the policy may not be cancelled or reduced by the insurance carrier without giving 20 days' prior written notice to the ORIOLES. The term for such insurance coverage shall at least coincide with the period encompassed by the Special Event, including all uses of the Ballpark for preparing for, rehearsing for, and removing property after the Special Event. In addition, MSA shall require the Promoter (or other appropriate party) to provide workers' compensation coverage for all employees of the Promoter who enter the Ballpark premises to provide services in connection with the Special Event.

3. Bonds. The Promoter of every Special Event shall be required by MSA to post a bond or letter of credit for the benefit of the ORIOLES and MSA, unless waived in writing by the ORIOLES and MSA, in an amount reasonably acceptable to the ORIOLES and MSA securing the payment of all financial obligations of the Promoter to the ORIOLES, including the deductible amount of any insurance required under Section 5.07-2 above and all compensation or reimbursement due to the ORIOLES or to the ORIOLES' Game-Day Personnel for ORIOLES facilities or personnel provided in connection with the Special Event as provided in Section 5.07-7.

4. Safety and Security Measures; First Aid. MSA shall provide, or cause the Promoter to provide, all security necessary in connection with a Special Event, including without



limitation, all facilities and personnel necessary for the provision of first-aid treatment, fire and ambulance services, crowd control, and any other security measures reasonably necessary to protect the public, the Ballpark premises and facilities, and the property of the ORIOLES. In addition, MSA shall require the Promoters of all Special Events to comply with all safety and security policies which govern the public's attendance at Games, including without limitation, the prohibition against bringing cans or glass containers into the Ballpark.

5. Contracts. MSA shall promptly provide the ORIOLES with complete and fully executed copies of all contracts made by MSA with any Promoter for each Special Event. Such contracts shall be consistent with the requirements of this Article V and shall expressly notify the Promoter of any prohibitions or restrictions set forth in Section 5.05 or this Section 5.07 which apply or potentially apply to such Event in view of the scope of activities requested to be conducted by the Promoter. Such agreements shall be subject to the prior concurrence of the ORIOLES with respect to the provisions concerning insurance, indemnification, bonds, the use of ORIOLES personnel or facilities, and the compensation or reimbursement due to the ORIOLES as provided in Section 5.07-7.

6. Private Suite Licensees; Club Level Seating. Licensees of the Private Suites shall be entitled to use and occupy their Private Suites for the purpose of attending Special Events, provided that all such persons shall be required to purchase an admission ticket for such Special Event at a price not to exceed the highest-priced ticket being sold to the public by MSA or the Promoter. MSA or the Promoter shall give Private Suite licensees and ORIOLES' season ticket subscribers for club level seating not less than 14 days' prior written notice of the Special Event and an opportunity within such period to purchase tickets for such Event. If such persons elect not to purchase such admissions tickets within the 14-day notice period, then MSA or the Promoter may sell to the general public club level admissions tickets for such Special Event, but shall not sell any admissions tickets to any Private Suite to parties other than the licensees of such Suites, even if such licensees decline to purchase such tickets within the option period described in this subsection 6. If the Special Event is an NFL game held in accordance with this Agreement, the ORIOLES, as provided in Section 9.08 of Article IX, shall actively assist MSA in marketing tickets for such game to the Private Suite licensees, and shall use their Best Efforts to persuade licensees who decline such tickets to allow MSA to make their Private Suites available to other parties for the purpose of attending such NFL games.

7. Special Events Requiring Certain Facilities or Services. Unless MSA and the ORIOLES agree otherwise with respect to a particular Special Event, any Special Event for which the facilities or services described in this Section 5.07-7 are necessary or desirable by MSA or the Promoter shall be provided and paid for in the manner specified below:

(a) ORIOLES' Game-day Personnel. In order to ensure that Special Events are operated and run by persons familiar with the Ballpark and experienced in operating large-scale events, if requested by MSA and/or the Promoter, the ORIOLES shall use their Best Efforts to make available to MSA or to the Promoter, for hire by MSA or the Promoter, the ORIOLES employees and independent contractors who normally staff the Ballpark on Game Dates and provide day-of-Game operations for the ORIOLES (including, but not limited to, ushers, ticket-takers and the ORIOLES personnel who normally supervise day-of-Game operations) (collectively, "Game-Day Personnel") so that such Game-Day Personnel may provide similar services in connection with the Special Event. Such Game-Day Personnel shall be made available for Special Events as provided in this Section 5.07-7(a):

(i) Making Game-Day Personnel Available. The ORIOLES shall exercise their Best Efforts by identifying for MSA and the Promoter (and by assisting MSA or the Promoter in contacting) all Game-Day Personnel who may be available for hire in connection with Special Events. The ORIOLES' obligation under this Section 5.07-7 to use their Best Efforts to make their Game Day Personnel available to provide services in connection with Special Events shall be subject to the ORIOLES' good-faith determination, based upon actual experience at the Ballpark, that such Game Day Personnel are available and willing to perform such services, and can be made available as provided in this Section 5.07-7 without having a material adverse effect on the ORIOLES' ability to recruit and maintain the complement of Game Day Personnel necessary for Games, or on the ORIOLES' insurance coverage or insurance premiums.

(ii) Notification Procedures; Use of Non-ORIOLES Personnel. MSA shall provide the ORIOLES with at least sixty (60) days' prior written notice if such Game-Day Personnel are requested for a Special Event. Within ten (10) business days following the ORIOLES' receipt of MSA's written request, the ORIOLES shall confirm, in writing, whether such Game-Day Personnel are available for hire for such Special Event. If the ORIOLES inform MSA that such Game-Day Personnel are not available, MSA shall be free to make other arrangements with the Promoter or any other party as MSA deems appropriate to obtain the services needed for such Special Event. In addition, and notwithstanding any other provision of this Section 5.07-7, MSA's or the Promoter's personnel or designees, as applicable, may be

employed by MSA or the Promoter to perform set-up and removal of Special Event facilities.

(iii) Compensation of Game-Day Personnel.

Unless otherwise agreed in advance by the ORIOLES, if such Game-Day Personnel are available and provide services to MSA or the Promoter in connection with a Special Event, such Personnel shall be considered the employees or independent contractors of MSA or the Promoter during such Event, and shall be compensated directly by MSA or the Promoter at the same hourly or per-event rates of compensation as paid by the ORIOLES in connection with Games. (Such compensation shall be paid to the ORIOLES' Game-Day Personnel within two (2) weeks after the Special Event, or in accordance with such other schedule for payment as is consistent with the schedule for compensation by the ORIOLES in connection with Games.) Notwithstanding the foregoing, the ORIOLES will consider in good faith the direct compensation by the ORIOLES (rather than by MSA or the Promoter) of Game-Day Personnel who provide services in connection with Special Events if the ORIOLES determine in their sole discretion that such direct compensation would not adversely affect the ORIOLES' employment practices or insurance coverage or premiums.

(iv) ORIOLES' Personnel Costs. The ORIOLES shall be entitled to receive reimbursement for their personnel costs in making such Game Day Personnel available, as provided in Section 5.07-7(e), and if the ORIOLES agree to compensate such Game Day Personnel directly, the ORIOLES shall also be reimbursed for such compensation and for the associated personnel costs as provided in Section 5.07-7(e).

(b) Ballpark Information Systems. Unless otherwise agreed by the ORIOLES, if any Special Event requires the operation and use of the Ballpark Information Systems, all such operation shall be performed solely by trained personnel of the ORIOLES. The ORIOLES shall be responsible for making their trained personnel available for such operation and use. The ORIOLES shall be entitled to receive reimbursement for their personnel costs in providing these operators as provided in subsection (e) of this Section 5.07-7, but shall not charge any equipment rental or use fee for the use of the Sony JumboTron System cameras described in Section 5.05-12.

(c) Ticket Facilities. If requested in advance by MSA, the ORIOLES shall make their ticket windows and ticket sale facilities, including computerized ticket equipment systems, available for the purpose of assisting MSA or the Promoter in selling admissions tickets to the public for a Special Event, provided that all such services and all operation of such equipment shall be provided solely by ORIOLES employees, shall be performed solely within the ORIOLES' ticket offices and related facilities, and shall be subject, where applicable, to all

requirements which govern the ORIOLES' sale of admissions tickets through TicketMaster (or any successor to TicketMaster). The ORIOLES shall be entitled to reimbursement for providing such services and facilities as provided in Section 5.07-7(e).

(d) Playing Field Maintenance. If any Special Event involves the use of the playing field or warning track in accordance with this Agreement, all pre-Event and post-Event maintenance of the warning track and field shall be performed solely by the ORIOLES' groundskeepers, as required by Article VIII, subject to the ORIOLES' reimbursement for their personnel costs and supplies as provided in this Section 5.07-7(e). (As provided in Section 5.05-12, the ORIOLES shall not charge MSA any equipment rental or use fee for the use of playing field maintenance equipment owned by the ORIOLES which is used for work on the playing field in connection with Special Events.)

(e) Reimbursement of ORIOLES Costs and Expenses.

(i) Game-Day Personnel Compensated by MSA or the Promoter. Unless otherwise agreed in advance by the ORIOLES, all ORIOLES' Game Day Personnel who perform services at a Special Event at the request of MSA or the Promoter as provided in this Section 5.07 shall be paid directly by MSA or the Promoter on an hourly or per-event basis at a reasonable rate of compensation, which shall be based on their then current rates of compensation from the ORIOLES. MSA shall reimburse the ORIOLES (or cause the Promoter to do so) for the personnel costs incurred by the ORIOLES in identifying and making Game Day Personnel available for Special Events.

(ii) Game-Day Personnel Compensated Directly by the Orioles. If the ORIOLES agree, as provided in this Section 5.07, to compensate Game Day Personnel directly for the services they provide in connection with Special Events, then MSA shall reimburse the ORIOLES (or cause the Promoter to do so) for such compensation, in addition to the ORIOLES' personnel costs in identifying and making Game Day Personnel available as described in subsection (i) above. The ORIOLES' reimbursement for compensation paid to Game Day Personnel shall consist of reimbursement for: (x) the hourly or per-event wages paid by the ORIOLES for hourly or part-time employees (which shall be consistent with such employees' then current compensation from the ORIOLES) and a pro-rata portion of the annual salary paid by the ORIOLES to full-time employees, including supervisors; (y) all payroll taxes associated with all compensation paid to such part-time and full-time employees; and (z) all excess workers' compensation insurance premiums required to be paid by the ORIOLES for such employees as a direct result of their performance of services at Special Events as opposed to Games.

(iii) Other Costs and Expenses. MSA shall also reimburse the ORIOLES (or cause the Promoter to do so) for all out-of-pocket expenses and costs of personnel incurred by the ORIOLES in providing the other facilities and services described elsewhere in this Section 5.07-7 in connection with a Special Event (excluding charges for the use of the playing field equipment or Sony JumboTron System cameras as provided in Section 5.05-12). The ORIOLES' reimbursement for personnel costs incurred in providing such other facilities and services shall consist of the costs described in (x) and (y) of subparagraph (ii) above. Out-of-pocket expenses shall consist of any expenses incurred by the ORIOLES as a direct result of the provision of such facilities or services, including without limitation, any musical licensing fees paid by the ORIOLES to third parties, supplies needed for the pre- or post-Event maintenance of the playing field, and charges incurred by the ORIOLES in connection with Special Event ticket sales under the ORIOLES' agreements with TicketMaster (or any successor to TicketMaster).

(iv) Procedures for Reimbursement. All reimbursements to the ORIOLES provided for in this Section 5.07 shall be paid to the ORIOLES by MSA from funds made available by the Promoter or from the letter of credit or bond proceeds described in Section 5.07-3, and shall be paid in full to the ORIOLES not later than thirty (30) days after the ORIOLES present an invoice to MSA for such costs and expenses.

Section 5.08. Conduct of Parking Facility Events. MSA shall have the right to schedule and conduct (or authorize third parties to conduct) Parking Facility Events at any time, subject only to the requirements of Section 7.05 concerning the availability of the Parking Facilities for the use of the ORIOLES and patrons attending Games and Baseball-Related Events which are open to the public and use the playing field and stands. The requirements of Section 5.10 (Scheduling) shall not apply to Parking Facility Events. In addition, the requirements of Sections 5.05 and 5.07 shall not apply to the conduct of Parking Facility Events, except for Sections 5.05-3 (Obstruction of Ballpark Signs), 5.05-5 (Promotional Activities), 5.05-6 (Sale of Advertising Prohibited), and 5.17-2 (Camden Yards Events), which shall govern Parking Facility Events to the extent they are applicable to a particular Event.

Section 5.09. Sports Events; NFL Football Games. MSA shall not schedule any Special Event which is a professional baseball game. During the Baseball Season, MSA shall not schedule any type of baseball game as a Special Event. In addition, no Special Event shall be a football game, except that after January 1, 1993, and during a limited interim period while the Football Stadium is being constructed, MSA may schedule National Football League football games at the Ballpark, so long as MSA complies with the requirements of Section 3.04 of Article III.

Notwithstanding the foregoing, while the Football Stadium is being constructed, MSA intends to use Memorial Stadium for the playing of such NFL football games, if MSA determines in its sole discretion that such use of Memorial Stadium is feasible. In addition, MSA may schedule occasional non-professional football games as Special Events during the Off-Season with the prior written consent of the ORIOLES.

Section 5.10. Scheduling. MSA and the ORIOLES shall comply with the following scheduling requirements regarding the use of the Ballpark:

1. Scheduling Calendar. MSA and the ORIOLES shall work cooperatively, in consultation with the Concessionaire, to develop an annual calendar of all Games, Baseball-Related Events, Catered Events and Special Events (the "Scheduling Calendar"). Such Scheduling Calendar shall be developed initially by the ORIOLES as provided in Section 5.10-2, and shall thereafter be maintained and updated weekly by the Concessionaire. MSA shall provide the ORIOLES, or shall cause the Concessionaire to provide the ORIOLES, with all weekly updates of the Scheduling Calendar.

2. Scheduling Games and Baseball-Related Events. The ORIOLES shall promptly provide MSA with a copy of the tentative or preliminary schedule of Games for each upcoming Baseball Season, as soon as the ORIOLES receive such preliminary schedule from the American League or Major League Baseball. (Such preliminary schedule shall be provided to MSA for planning purposes, and it is understood that MSA shall await the finalization of the Game schedule and the ORIOLES' preparation of the initial Schedule Calendar described below before scheduling any Catered Events or Special Events.) Within 60 days after the American League schedule of Championship Games is finalized, but not later than January 15 of the following year, the ORIOLES shall provide MSA and the Concessionaire with an initial Schedule Calendar showing the dates of all Games, all Exclusive Use Periods surrounding such Games, the dates and approximate times initially reserved by the ORIOLES for Baseball-Related Events to be held during the period from that January 15 through January 16 of the following year, and the anticipated nature of and locations needed for such Baseball-Related Events. The ORIOLES shall notify MSA and the Concessionaire promptly whenever the ORIOLES receive notice of a change in a scheduled Game, or are notified that an additional Game or Games has/have been scheduled, and the Scheduling Calendar shall be promptly modified accordingly to reflect such rescheduled or additional Games and their associated Exclusive Use Periods. MSA shall have no right to interfere with the setting of the Baltimore Orioles Game schedule, and if a Catered Event or Special Event has been scheduled by MSA at a time which conflicts with a scheduled or rescheduled Game or an Exclusive Use Period associated with such Game, MSA shall reschedule such Event so as to eliminate such

conflict (unless the ORIOLES waive the conflict in the case of a Catered Event, as provided in Section 5.10-3 below). In its use and operation of the Ballpark, MSA shall not take any action that will interfere with the ORIOLES' ability to operate and control the Ballpark during their Exclusive Use Periods in accordance with the terms of this Agreement.

3. Scheduling Catered Events.

(a) Scheduling Requirements. Catered Events may be scheduled for any date that is not part of an Exclusive Use Period, so long as such Catered Events do not conflict with areas or facilities previously reserved by the ORIOLES (in accordance with this Section 5.10) for Baseball-Related Events. Notwithstanding the foregoing, Catered Events to be held in the facilities known as "Bambino's" or "Pastime's" shall be subject to the concurrence of the Concessionaire, in order to ensure that the proposed Events can be held in such facilities at the requested times and dates without interfering with the periods during which such facilities are open to the public. In addition, Catered Events held during the Off-Season in the Sixth Floor Function Room shall be scheduled throughout the year by the parties, through the Concessionaire, on a "first-come, first-served" basis, in lieu of the scheduling procedures in Section 5.10-2.

(b) Scheduling Procedures. MSA shall notify the ORIOLES (or cause the Concessionaire to notify the ORIOLES) of the proposed scheduling of any Catered Event at least 15 days before the date proposed for such Catered Event. Such notice shall also describe the nature of the Event, the specific Catered Event Areas involved, and MSA's plans for complying (or obtaining the Promoter's compliance) with any requirements in Sections 5.05 or 5.06 which may apply to such Catered Event. Within 48 hours after the ORIOLES' receipt of MSA's notice, the ORIOLES shall inform MSA whether they object to the proposed Catered Event on the ground that it would conflict with an Exclusive Use Period or a previously scheduled Baseball-Related Event, would violate the requirements of Sections 5.05 or 5.06, or would be detrimental to the playing or public exhibition of Major League baseball. In their response to MSA's notice, and notwithstanding the first sentence of Section 5.10-3(a), the ORIOLES may waive a conflict between a Catered Event and an Exclusive Use Period, or a conflict between a Catered Event and a previously scheduled Baseball-Related Event, if the ORIOLES determine in consultation with MSA that the proposed Event can be held concurrently in the Catered Event Area(s) designated in the notice without interfering with the ORIOLES' right to use the Ballpark during such Exclusive Use Period or Baseball-Related Event. The ORIOLES' intent is to accommodate MSA's desire to hold such concurrent Catered Events if the ORIOLES determine in their sole discretion that the proposed Event would not conflict with the

ORIOLES' rights to use the Ballpark during such Exclusive Use Period or Baseball-Related Event.

4. Scheduling Special Events.

(a) Scheduling Requirements. Except as otherwise provided in this Article V, Special Events may be scheduled for any date which is not part of an Exclusive Use Period and which does not conflict with a Baseball-Related Event previously scheduled by the ORIOLES in accordance with this Section 5.10. (Special Events to be held in areas that include the "Bambino's," "Pastimes" or the Sixth Floor Function Room shall be scheduled as provided in Section 5.10-3(a).)

(b) Scheduling Procedures. MSA shall notify the ORIOLES of a proposed Special Event not less than sixty (60) days before the date proposed for that Special Event. MSA's notice to the ORIOLES shall specify: (a) the name of the Promoter of the Special Event, (b) the nature of the Special Event, (c) the Special Event Areas involved, (d) MSA's plans for complying (or causing the Promoter to comply) with the requirements of Sections 5.05 and 5.07 in planning and conducting the Event, (e) whether any ORIOLES facilities or personnel (including Game-Day Personnel) are required for the Event, and (f) the total period of time in addition to the period of the Event itself required for setting up or rehearsing for the Event and for removing all facilities required for such Special Event (collectively, the "Special Event Period"). No part of a Special Event Period shall coincide with any part of an Exclusive Use Period without the ORIOLES' prior written concurrence. Within 10 business days after receiving MSA's notice, or within such other time period agreed upon by the parties, the ORIOLES shall notify MSA whether the proposed Special Event or Special Event Period would conflict with an Exclusive Use Period or a previously scheduled Baseball-Related Event, would violate the requirements of Section 5.05 or 5.07, or (except when the Special Event is an NFL football game as provided in Section 5.09), whether the Special Event or Special Event Period would interfere (under the standards set forth in Section 5.01-6) with the maintenance of the playing field in a first-class Major League condition or would be detrimental to the playing or public exhibition of Major League baseball. In responding to MSA's notice, the ORIOLES shall also provide the information required by Section 5.07-7(a)(ii) if MSA has requested that Game-Day Personnel be made available for such Special Event.

5. Ongoing Scheduling of Baseball-Related Events.

The ORIOLES may schedule other Baseball-Related Events, in addition to those originally set forth on the initial Scheduling Calendar provided by the ORIOLES, by notifying MSA and the Concessionaire of the dates and locations to be reserved for such Baseball-Related Events (and of the anticipated nature of such



Baseball-Related Events) in accordance with this Section 5.10-5. The ORIOLES shall have the right at any time to schedule a Baseball-Related Event during an Exclusive Use Period (unless the ORIOLES previously waived a conflict between such Exclusive Use Period and a Catered Event as provided in Section 5.10-3). The ORIOLES shall also have the right to schedule Baseball-Related Events during Non-Exclusive Use Periods, unless such Baseball-Related Event conflicts with a Catered Event or Special Event previously scheduled in accordance with this Section 5.10 for the same areas or facilities of the Ballpark as those requested by the ORIOLES.

Section 5.11. Ballpark Tours. Tours of the Ballpark offered to members of the public ("Ballpark Tours") shall be conducted jointly by MSA and the ORIOLES in accordance with the ORIOLES' letter agreement with MSA concerning such Ballpark Tours (the "Ballpark Tour Agreement").

Section 5.12. Cooperation with American League and Major League Baseball. MSA and the ORIOLES shall each cooperate and comply with all directives and requirements of the American League and/or Major League Baseball concerning the use of the Ballpark for the conduct of All-Star Games and Post-Season Games.

Section 5.13. Use of the CSX Warehouse. The ORIOLES shall have the right to concur in all uses of the entire CSX Warehouse, including those parts not used, occupied, or developed by the ORIOLES or otherwise included within the definition of the Ballpark. Without limiting the ORIOLES' concurrence right as described in the immediately preceding sentence, the CSX Warehouse shall not be used or developed for any use that interferes with or detracts from the public exhibition of Major League Baseball at the Ballpark.

Section 5.14. Use of the Camden Yards Site. Any area of the Camden Yards Site other than the Ballpark, including without limitation the Excluded Premises identified in the Definitions and Exhibit H to this Agreement as falling outside the definition of "Ballpark," shall be used only for (a) parking, (b) the Football Stadium, (c) the development of Camden Station; (d) the development of the land on the east side of the CSX Warehouse in accordance with this Agreement; and (e) other development or uses that do not constitute or cause an Interference.

Section 5.15. Prohibition on Waste and Nuisances. Notwithstanding any other provision in this Agreement, the ORIOLES shall not make or permit any use of the Ballpark or any other facility on the Camden Yards Site which results in a waste of any part of the Ballpark or the Camden Yards Site or which creates a public or private nuisance.

Section 5.16. Fireworks Displays. Unless otherwise agreed by the ORIOLES in their sole discretion, no fireworks exhibits or displays shall be held in the Ballpark except those held or sponsored by the ORIOLES in connection with Games or during Baseball-Related Events. The ORIOLES shall not conduct fireworks exhibits or displays or other potentially dangerous activities or events in the Ballpark (or elsewhere on the Camden Yards Site) without the prior consent of MSA. MSA shall not withhold its consent to any fireworks displays which the ORIOLES propose to conduct or sponsor in the Ballpark if the proposed fireworks display or exhibit has been approved by the Baltimore City Fire Marshal. The ORIOLES shall be responsible for repairing (or for causing third parties to repair) any damage to the Ballpark caused by fireworks displays or exhibits held or sponsored by the ORIOLES.

Section 5.17. Camden Yards Events; Priorities.

1. NFL Football Games. The ORIOLES shall cooperate with any National Football League team that becomes the tenant of the proposed Football Stadium in order to permit harmonious use of the facilities on the Camden Yards Site. Championship Season Games shall have scheduling parity with NFL regular season football games played at the Football Stadium, so long as the Parking Facilities are cleared for the Games in the manner required by Article VII. In addition, Post-Season Games shall have scheduling priority over NFL regular season football games played at the Football Stadium. Championship Season Games shall have priority in scheduling over any NFL exhibition or pre-season football game.

2. Other Events. Except for NFL football games held in the Football Stadium, MSA shall not permit any MSA Event to be held or conducted on the Camden Yards Site without the ORIOLES' prior written concurrence if such event or its timing could impede access to or exit from the Camden Yards Site by attendees of Games. Games shall have scheduling priority over any events to be held in the Football Stadium or elsewhere on the Camden Yards Site, other than NFL regular season football games.

## ARTICLE VI

### CONCESSIONS

Section 6.01. Concession Rights Areas. For purposes of this Agreement, "Concession Rights Areas" shall mean:

(a) the Ballpark;

(b) the grounds and walkways of the Camden Yards Site immediately surrounding the Ballpark (except for public sidewalks owned by the City), including (i) the sidewalks and walkways around the perimeter of the Ballpark's "stadium" structure, (ii) the sidewalks and walkways at the northern end and on the eastern side of the CSX warehouse up to the southernmost end of the breezeway located on the ground floor of the CSX Warehouse, and (iii) the pedestrian walkway on the western side of the CSX Warehouse known as Eutaw Street up to (but not including) the area commonly known as "Maryland Square";

(c) the sidewalks and walkways surrounding the east, west and southern sides of the southern portion of the CSX warehouse, beginning at the southernmost end of the warehouse's ground floor breezeway (including the area commonly known as "Maryland Square"), if and when permitted by MSA in MSA's sole discretion; and

(d) the parking areas surrounding the Ballpark during Games and Baseball-Related Events, if MSA, in its sole discretion, authorizes the Concessionaire to provide concession services within such parking areas in connection with such Games or Events.

### Section 6.02. ORIOLES' Concession Rights.

1. Generally. Except for the rights specifically granted to MSA in the ORIOLES Concession Agreement or the MSA Concession Agreement, and except as otherwise provided in this Section 6.02, during the Term the ORIOLES shall have all rights with respect to concession operations in the Concession Rights Areas as provided in this Section 6.02. The ORIOLES' rights with respect to concession operations in the Concession Rights Areas shall include the right to select a concessionaire for the Ballpark for all events held at the Ballpark (regardless of whether such events are held or sponsored by the ORIOLES), to negotiate and enter into an agreement with such concessionaire, and to administer such agreement in accordance with this Agreement.

2. Year-Round Concession Operations. The concession facilities known as "Pastimes," "Bambino's," the "Orioles

Baseball Store" and "Boog's" shall be operated on a year-round basis unless otherwise agreed by the parties and the Concessionaire. The ORIOLES shall not permit the Concessionaire to operate any other concession facilities within the Concession Rights Areas on a year-round basis without MSA's prior concurrence.

3. Temporary Concession Facilities. The Concessionaire shall be permitted to conduct concession operations through the erection and operation of temporary or portable concession facilities ("temporary concession operations") in the Concession Rights Areas described in Section 6.01(b) at all times other than periods when an event is being held in the Football Stadium or other sports facility constructed on the Camden Yards Site. The ORIOLES shall not permit the Concessionaire to conduct temporary concession operations at any time in the areas described in Section 6.01(c) without MSA's prior concurrence (which may be granted or withheld in MSA's sole discretion).

4. Football Stadium or Other Sports Facility Concessionaire. If the Football Stadium or other sports facility is constructed on the Camden Yards Site, MSA shall not permit the concessionaire(s) of the Football Stadium or other sports facility to conduct any concession operations on the pedestrian walkway known as Eutaw Street.

Section 6.03. Agreement with Concessionaire. In order to induce a concessionaire to agree to construct, equip, finish and furnish all concession areas in accordance with the Concession Requirements, and to provide concession and related services at the Ballpark at MSA events for the benefit of MSA, MSA agreed in the Memorandum to perform the obligations set forth in the Concession Requirements, such obligations having been confirmed and agreed to by MSA in the MSA Concession Agreement. MSA acknowledges and agrees that the execution of the ORIOLES Concession Agreement has satisfied all of the ORIOLES' obligations under paragraph 13 of the Memorandum (regarding the requirements for the ORIOLES' agreement with a concessionaire).

Section 6.04. Sales of Products by Vendors on Camden Yards Site. During each Game and each Baseball-Related Event using the playing field and stands, beginning with the period when the Ballpark gates are opened to the public for such Games or Events, and ending one (1) hour after the conclusion of each such Game or Baseball-Related Event, MSA shall use its Best Efforts to prohibit and prevent vendors of novelties, food, beverages, tobacco, candy and similar items or products from selling or displaying their items or products within the Ballpark or in any other Concession Rights Areas (including the parking areas surrounding the Ballpark, if the Concessionaire is permitted by MSA to provide concession services within such parking areas),

except as otherwise provided in the Concession Agreements. Notwithstanding the foregoing, MSA may permit sales of the type described in this Section 6.04 to be conducted by vendors in any areas (including grounds or walkways and inside any structures on such grounds or walkways) which are not included in the Concession Rights Areas defined in Section 6.01.

**Section 6.05. ORIOLES' Obligations Upon Termination or Expiration of ORIOLES Concession Agreement.** If the ORIOLES Concession Agreement terminates for any reason, or upon the expiration of the existing Concession Agreements, the ORIOLES' only obligation, except as otherwise provided in this Article VI, shall be to endeavor promptly in good faith: (a) to obtain a concession agreement with a new concessionaire that will include the provisions set forth in Paragraph 13 of the Memorandum; and (b) to cause such new concessionaire, as part of its obligation to construct, equip, finish and furnish at its cost all concession areas in the manner set forth in Paragraph 13 of the Memorandum and the Concession Requirements, to reimburse MSA for any amounts paid to the Concessionaire under Paragraph 10 of the MSA Concession Agreement. Any new agreement made by the ORIOLES with a Concessionaire following the expiration of the existing Concession Agreements shall comply with the requirements of this Section 6.05 and the requirements of Section 6.08-2. If the ORIOLES are unable to obtain a concession agreement on the terms set forth above, MSA shall be entitled to approve any concession agreement entered into by the ORIOLES. If the ORIOLES enter into any agreement with a new concessionaire that permits such new concessionaire to reimburse the ORIOLES for amounts paid by the ORIOLES to the Concessionaire under the letter of credit posted by the ORIOLES pursuant to the ORIOLES' Concession Agreement, then the ORIOLES shall require such new concessionaire to agree to reimburse MSA simultaneously, and on a proportionally equal basis, for amounts paid by MSA to the Concessionaire under the letter of credit posted by MSA pursuant to the MSA Concession Agreement. The ORIOLES shall not be liable to MSA or any other person or entity if the ORIOLES endeavor in good faith to obtain, but are unable to obtain, such a new concession agreement and to cause such new concessionaire to reimburse MSA. Except as provided in Section 6.06, under no circumstances shall the ORIOLES be obligated to perform, or pay for the cost of, any of the provisions set forth in Paragraph 13 of the Memorandum which such new concessionaire does not agree to perform and pay for (except with respect to the Designated Hitters Clubhouse as set forth in the ORIOLES Concession Agreement). Under no circumstances shall the ORIOLES be obligated to reimburse MSA for any part of the amounts paid to the Concessionaire by MSA pursuant to the MSA Concession Agreement.

**Section 6.06. Parties' Obligations Upon Termination of Concession Agreements.**

1. Termination of MSA Concession Agreement. If the MSA Concession Agreement terminates because the ORIOLES terminate the ORIOLES Concession Agreement in breach of that Agreement, or if Concessionaire terminates the ORIOLES Concession Agreement because of the ORIOLES' act or omission or an event described in Paragraph 24(c)(1)-(3) of the ORIOLES Concession Agreement, and MSA is thereby required by the MSA Concession Agreement to repay to the Concessionaire the "Contribution" (as defined in the ORIOLES Concession Agreement), then MSA shall have the right to seek to recover such repayment from the ORIOLES, in an amount not to exceed \$9,000,000.

2. Termination of ORIOLES Concession Agreement. If the ORIOLES Concession Agreement is terminated as a result of an act or failure to act by MSA that gives the Concessionaire the right to terminate the ORIOLES Concession Agreement, and the ORIOLES are thereby required to repay to the Concessionaire the "Grant, "Adjusted Grant" and/or "Contribution" (as each is defined in the ORIOLES Concession Agreement), then the ORIOLES shall have the right to seek to recover from MSA any payment required to be made under the letter of credit posted by the ORIOLES pursuant to the ORIOLES Concession Agreement.

Section 6.07. ORIOLES' Concession Obligations. Except as provided in Section 6.06 or in the Camden Club Agreement or Sixth Floor Function Room Agreement, under no circumstances and in no event shall the ORIOLES on their own, or for their own account, be obligated, required or liable to build or equip (or pay the cost of building or equipping) any concession facilities or to provide (or pay the cost of providing) any concession services at the Ballpark, except with respect to the Designated Hitter Clubhouse as set forth in the ORIOLES' Concession Agreement.

Section 6.08. Amendments to the Concession Agreements; New Concession Agreement.

1. Amendments to Concession Agreements. The ORIOLES shall not make any change in any approval, consent, or similar right of MSA in the ORIOLES Concession Agreement, or make any change in any other material terms of the ORIOLES Concession Agreement, without the concurrence of MSA. MSA shall not make any change in any approval, consent, or similar right of the ORIOLES in the MSA Concession Agreement, or make any change in any other material terms of the MSA Concession Agreement, without the concurrence of the ORIOLES. For purposes of this Section 6.08-1, all financial terms, all terms affecting the standards of performance imposed upon the Concessionaire, all terms affecting termination (including default), and all terms described in Section 6.11 shall be deemed to be "material" terms of both the ORIOLES Concession Agreement and the MSA Concession Agreement.

2. New Concession Agreement. Given that the Term of this Agreement extends beyond the term of the Concession Agreements, MSA acknowledges that the ORIOLES shall have the right, as provided in Section 6.02-1 and Section 6.05, to select a concessionaire for the Ballpark, to negotiate and enter into an agreement with such concessionaire, and to determine the term of such agreement in accordance with this Article VI. If the financial terms of such agreement concerning the amount of commissions payable to the ORIOLES on concession sales and the categories of concession revenues alter, to MSA's detriment, the percentages of concession revenues earned by the ORIOLES that are subject to the Rent under Section 4.03, such financial terms shall be subject to MSA's prior concurrence. MSA shall have no right to select a concessionaire, or to negotiate or approve the terms of any agreement between the ORIOLES and such concessionaire, except as expressly provided in Section 6.05 and this Section 6.08-2.

Section 6.09. Concession Revenues.

1. Generally. The ORIOLES shall be entitled to retain all revenues received by the ORIOLES pursuant to the ORIOLES Concession Agreement or this Agreement with respect to concessions at the Ballpark and in the other Concession Rights Areas, subject to the ORIOLES' obligation to pay Rent as required by Article IV.

2. Year-Round Concession Facilities. Revenues from year-round concession facilities in the Concession Rights Areas (such as "Bambino's," "Pastimes," the "Orioles Baseball Store", and any other concession facilities which are operated or will be operated on a year-round basis in accordance with Section 6.02-2) shall be shared by the ORIOLES and MSA as follows: (a) subject to the ORIOLES' obligation to pay Rent as provided in Article IV, the ORIOLES shall be entitled to receive (i) all revenues from the year-round operation of the "Orioles Baseball Store", and (ii) with respect to other year-round concession facilities, all revenues from concession operations on the dates of Games and Baseball-Related Events which are open to the public, beginning at the time of day when an admissions ticket to such Game or Event is required in order to obtain entrance to the Ballpark; and (b) MSA shall be entitled to receive the revenues from such year-round concession facilities (other than the "Orioles Baseball Store") at all times other than those described in subparagraph (a)(ii).

3. Camden Club Operations. All revenues received by the ORIOLES from the Concessionaire's operation of the Camden Club shall be governed by the Camden Club Agreement.

Section 6.10. Concession Rights Reserved by ORIOLES.  
Except as otherwise provided in the ORIOLES Concession Agreement,

the ORIOLES shall have exclusive rights with respect to the production, distribution or sale within the Camden Yards Site of all items and services related to the ORIOLES, Baltimore Orioles or Major League Baseball. In addition, except as otherwise provided in the ORIOLES Concession Agreement, the ORIOLES shall have exclusive rights, as part of the ORIOLES' concession rights as described in Section 6.01, with respect to the production, distribution or sale of all items and services distributed or sold within the Concession Rights Areas in accordance with this Agreement during or in connection with Permitted Uses which have not been specifically granted to the Concessionaire in the ORIOLES Concession Agreement (including, but not limited to, radio and television broadcasts, programs, yearbooks, audio tapes, video tapes, photographs, score cards, media guides, souvenirs, computer services or devices, and food and catering services in the players' clubhouse, and employee dining and lounge areas). Except for the rights specifically granted to MSA and the Concessionaire in the ORIOLES Concession Agreement, the ORIOLES shall have the sole and exclusive right to determine the products and brand of products to be sold at the Ballpark.

**Section 6.11. ORIOLES' Enforcement of Concessionaire's Obligations.** The ORIOLES acknowledge that MSA has a material interest in the performance by the Concessionaire under the ORIOLES Concession Agreement, and that MSA does not have any right to enforce the obligations of the Concessionaire under the ORIOLES Concession Agreement, except through the ORIOLES. Accordingly, at MSA's request, the ORIOLES shall take such action as may be necessary, in the reasonable judgment of the ORIOLES, to cause the Concessionaire to comply with all of its obligations under the ORIOLES Concession Agreement, including, but not limited to, the Concessionaire's obligations: (a) to make the improvements and to comply with the timetable for construction and installation of the improvements as required by Paragraph 8 of the ORIOLES Concession Agreement; (b) to maintain the Operating Reserve Account, as provided in Paragraph 9 of the ORIOLES Concession Agreement; (c) to repair and maintain the "Concession Areas" as provided in Paragraph 10 of the ORIOLES Concession Agreement; (d) to comply with the "Standards of performance" as provided in Paragraph 14 of the ORIOLES Concession Agreement; (e) to obtain the permits, licenses, and approvals described in, and to otherwise comply with the requirements of, Paragraphs 8E and 17 of the ORIOLES Concession Agreement; and (f) to pay the commissions owed to the ORIOLES on a timely basis as provided in the ORIOLES Concession Agreement. If MSA believes that the Concessionaire has failed to comply with its obligations, MSA shall notify the ORIOLES in writing, and the parties shall then meet promptly with each other and with the Concessionaire and attempt in good faith to resolve the matter. If disputes arise between the ORIOLES and MSA regarding the ORIOLES' compliance with the requirements of this Section 6.11 which cannot be resolved informally between MSA and the ORIOLES,



such disputes shall be submitted for arbitration in accordance with Article XVI of this Agreement.

Section 6.12. MSA Approval Rights. Whenever the ORIOLES Concession Agreement provides MSA with any right of concurrence, consent, approval or other similar right, the ORIOLES shall promptly notify MSA of the nature of the issue being decided and any applicable time limits for making such decision, and shall not make such determination or decision without the concurrence, consent or approval of MSA as required by the ORIOLES Concession Agreement.

Section 6.13. Performance Manuals. MSA and the ORIOLES shall each have the right to approve all performance manuals or operating plans or policies (including all amendments, or additions to such documents) which are distributed by the Concessionaire to its employees regarding concession operations in the Concession Rights Areas. It is the intent of both MSA and the ORIOLES that all such manuals, plans or policies be consistent with the Standards of Performance set forth in the ORIOLES Concession Agreement. The ORIOLES and MSA shall each provide the other with copies of any such manuals, plans or policies which may be in the possession of the other party.

## ARTICLE VII

### PARKING

Section 7.01. Parking Facilities to be Provided by MSA. Except as otherwise provided in Section 7.09, MSA shall provide maximum parking facilities on the Camden Yards Site, consisting of approximately 5,000 adequately lit parking spaces for automobiles (including all of the reserved spaces provided for in Section 7.05) (which shall not be parked bumper-to-bumper, as was the practice at Memorial Stadium), some of which may be used for bumper-to-bumper bus parking (collectively, the "Parking Facilities"). For purposes of this Agreement, the Parking Facilities shall mean those in existence on the Camden Yards Site as of the Commencement Date, as well as any additional parking subsequently constructed on the Camden Yards Site or any Substitute Parking provided by MSA off-site for use by the ORIOLES and patrons of Games and Baseball-Related Events.

Section 7.02. Placement, Construction and Planned Operations. The placement and construction of the Parking Facilities, and the manner in which such Facilities are operated during Games and Baseball-Related Events, shall be subject to the concurrence of the ORIOLES. MSA shall plan such placement,

construction and operations in order to accommodate MSA's right to use the Parking Facilities as provided in Section 7.03 without interfering with either the ORIOLES' right to conveniently located spaces at all times in accordance with Section 7.05-1 or the ORIOLES' need to make the Parking Facilities available to patrons of Games and Baseball-Related Events. This latter right and need of the ORIOLES shall take precedence in MSA's plans regarding such placement, construction and operations (except as provided in Section 5.17 regarding the scheduling parity to be accorded to Games and NFL football games).

**Section 7.03. Operation of Parking Facilities; Use by MSA.** MSA shall operate the Parking Facilities, either through its own personnel or through a Parking Operator (as provided in Section 7.04), subject to the ORIOLES' right to concur in the operations of the Parking Facilities during Games and Baseball-Related Events. MSA shall cause the Parking Facilities to be operated in a first-class, safe, efficient and courteous manner. MSA shall have the right to use the Parking Facilities for year-round public parking or for other uses in accordance with this Agreement during periods other than those reserved in Section 7.05-7 for Games or Baseball-Related Events which are open to the public and use the playing field and stands, and subject to the ORIOLES' rights to the free parking spaces provided for in Section 7.05-1. MSA shall also have the right to use the Parking Facilities during Baseball-Related Events (including during the pre-Event "clearing" periods described in Section 7.05-7), so long as such use does not interfere with the use of the Parking Facilities by patrons of Baseball-Related Events or by the ORIOLES as provided in this Article VII.

**Section 7.04. Parking Operator.**

1. **East Coast Parking Associates.** MSA and the ORIOLES have agreed that beginning on the Commencement Date, the Parking Operator shall be East Coast Parking Associates, who shall manage and operate the Parking Facilities as provided in the Parking Management Agreement. The ORIOLES have accepted and agreed to the provisions of the Parking Management Agreement which concern the ORIOLES and the operation of the Parking Facilities during Games and Baseball-Related Events (as set forth in the ORIOLES' written acknowledgment to the Parking Management Agreement). MSA agrees to take such action as may be necessary in MSA's judgment to cause the Parking Operator to comply with all of its obligations under the Parking Management Agreement, including without limitation, the Parking Operator's obligations concerning the operation of the Parking Facilities for parking during Games and Baseball-Related Events, the collection and disposition of revenues from such parking, the expenses to be paid in connection with such parking operations, and the insurance and indemnifications to be provided by the Parking Operator. If the ORIOLES believe that the Parking Operator has

failed to comply with its obligations, the ORIOLES shall notify MSA in writing, and the parties shall then meet promptly with each other and with the Parking Operator and attempt in good faith to resolve the matter. If disputes arise between the ORIOLES and MSA regarding the MSA's compliance with the requirements of this Section 7.04-1 which cannot be resolved informally between MSA and the ORIOLES, such disputes shall be submitted for arbitration in accordance with Article XVI of this Agreement. MSA shall not modify or amend any provision, schedule or exhibit of the Parking Management Agreement that materially affects the provisions identified in the ORIOLES' written acknowledgment to the Parking Management Agreement without the ORIOLES' prior written approval. In addition, MSA shall promptly notify the ORIOLES if either MSA or the Parking Operator issues a notice of termination of the Parking Management Agreement.

2. Successor Parking Operator. Upon the expiration of the Parking Management Agreement, or if such Agreement is terminated for any reason, MSA shall determine whether to renew or extend such Agreement or shall select a successor parking operator with the concurrence of the ORIOLES. Such successor operator shall have expertise in operating parking facilities for large-scale events and facilities. Any agreement made by MSA with such successor operator shall be consistent with this Agreement, and the ORIOLES shall have the right to concur in any provisions of such agreement which concern the operation of the Parking Facilities during Games and Baseball-Related Events or the revenues and expenses associated with such parking.

Section 7.05. Operational Requirements. MSA shall operate the Parking Facilities, or shall cause the Parking Operator to do so, in accordance with the following requirements:

1. Spaces Reserved for Orioles' Use. MSA shall reserve and provide to the ORIOLES, at no cost to the ORIOLES, the following parking spaces for the use of the ORIOLES, the Baltimore Orioles, the ORIOLES' employees, agents, contractors, advertising licensees and other business guests, and media representatives: (a) 500 spaces for parking during Games; (b) 250 spaces for parking during the Baseball Season at all times other than during Games; and (c) 150 spaces for parking at all other times during the year. The spaces provided to the ORIOLES under this Section 7.05-1 shall not be rented or sold by the ORIOLES. During Games, cars parked in spaces reserved for the ORIOLES shall not be parked bumper-to-bumper. If the ORIOLES determine that they do not need the full allotments of spaces in any of the categories described in this Section 7.05-1, the ORIOLES shall use such spaces for the short-term patron parking described in Section 7.05-3, and any unneeded spaces not so used shall be returned to MSA for use as public parking. As of the Commencement Date, the ORIOLES are using the "North Warehouse Lot" located east of the CSX Warehouse and south of Camden

Station for parking during Games, and are using 85 of the spaces in such North Warehouse Lot for year-round parking, in accordance with this Section 7.05-1. The parties recognize that the land on which the "North Warehouse Lot" is located may later be used by MSA for development purposes, for parking in connection with ongoing development, or as parking for tenants of Camden Station, making it necessary for MSA to provide other spaces within the Parking Facilities for the ORIOLES' year-round parking and parking during games. Notwithstanding the foregoing, MSA recognizes that the "North Warehouse Lot" has significant value to the ORIOLES as a convenient location both for year-round parking in connection with the ORIOLES' Day-to-Day Business Operations and for parking for ORIOLES' personnel during Games and Baseball-Related Events. Accordingly, MSA agrees that it shall endeavor to continue to make the North Warehouse Lot available for the ORIOLES' use. If MSA cannot preserve the North Warehouse Lot for the ORIOLES' use, MSA shall provide the ORIOLES with substitute parking spaces located in the next most accessible locations nearest the Ballpark. The placement and location of parking spaces reserved for the ORIOLES' use shall be planned by MSA with the concurrence of the ORIOLES, and to the greatest extent possible, such parking spaces shall be conveniently located near the entrance to the ORIOLES' offices.

2. VIP Parking. MSA and the ORIOLES shall designate and reserve a reasonable number of parking spaces within the Parking Facilities, to be agreed upon by the ORIOLES and MSA, for the use, on a complimentary basis, of government officials, Major League Baseball officials, visiting dignitaries and politicians, or national public figures expected to attend Games or Baseball-Related Events, as designated by the ORIOLES ("VIP Parking").

3. Short-Term Parking for Ticket Buyers. MSA shall provide free short-term parking (for periods up to one hour) for persons who wish to buy tickets to Games. The number and locations of such short-term parking spaces, which shall be sufficient to meet the demand for such parking, shall be subject to the concurrence of the ORIOLES.

4. Spaces Reserved for MSA's Use. MSA shall be entitled at all times (including during Games and Baseball-Related Events) to 130 parking spaces at no cost to MSA for its own use and the use of its agents, employees, and independent contractors. If MSA relocates its administrative offices to the CSX Warehouse, such spaces shall be conveniently located near the entrance to MSA's offices to the greatest extent possible. If such convenient placement would conflict with the locations of some or all of the spaces reserved for the ORIOLES' use as provided in Section 7.05-1, the ORIOLES' spaces and 25 of the spaces reserved for MSA's use shall receive equal priority in planning the locations of the parties' respective spaces.

**5. Spaces Reserved for Parking at Camden Club.**

Unless otherwise agreed between MSA and the ORIOLES, MSA shall reserve 75 spaces on the Parking Facilities for parking for users of the Camden Club (including for the valet parking to be provided by the Parking Operator pursuant to the Parking Management Agreement). (The revenues and expenses associated with such valet parking shall be governed by the Parking Management Agreement and the Camden Club Agreement, and not by Sections 7.07 or 7.08 of this Agreement.)

**6. Prices for Parking.** The ORIOLES shall have the right, with the concurrence of MSA, to set the prices to be charged for parking at the Parking Facilities during Games and Baseball-Related Events (including the amounts charged for parking by season ticket subscribers and Private Suite licensees). MSA shall have the right to set the prices to be charged for the use of the Parking Facilities at all other times.

**7. Clearing Parking Facilities For Use During Games; Post-Game Clearing.** MSA shall cause the Parking Facilities to be cleared of substantially all vehicles and made available to patrons of Games or of Baseball-Related Events which are open to the public and use the playing field and stands at least ninety (90) minutes prior to the scheduled starting time of such Games or Baseball-Related Events. Such clearing shall not be required prior to a Baseball-Related Event if the Ballpark is being used for an NFL football game in accordance with Article V. In addition, the clearing of the Parking Facilities required by this Section 7.05-7 shall not apply to MSA's use of the Parking Facilities during Baseball-Related Events as permitted by Section 7.03, or to the following additional uses: (i) vehicles parked on the Parking Facilities during the course of emergency repairs by parties having Third Party Rights to the Camden Yards Site that include the right of access and parking for such purposes; (ii) the parking spaces reserved on an as-needed basis for CSXT maintenance and utility vehicles, and (iii) the approximately 21 parking spaces along the eastern curb of the "South Warehouse Lot" which are reserved for use by taxi cabs, dropping off MARC and Light Rail passengers, ticket agent parking, and other vehicles associated with MTA and MARC operations as provided in the Parking Operation Plan described in Section 7.05-9. Following the end of each Game and each Baseball-Related Event which is open to the public and uses the playing field and stands, MSA shall cause the Parking Facilities to be cleared as promptly as reasonably possible in light of demand and the prevailing traffic conditions surrounding the Camden Yards Site.

**8. Sale of Parking Permits to Season Ticket Subscribers.** The ORIOLES shall have the right to sell reserved parking passes or permits directly to their season ticket subscribers (including Private Suite licensees) at the parking rates established by the ORIOLES (with the concurrence of MSA)

for such parking during Games. Within thirty (30) days after the end of each month, the ORIOLES shall promptly account to MSA (and, during the term of the Parking Management Agreement, to the Parking Operator) for the revenues earned by the ORIOLES from the sale of such permits, net of applicable parking taxes (or for the amounts allocable to parking based on the rates regularly charged by the ORIOLES for such parking, if such subscribers or licensees are not charged separately for parking permits or passes), in order to enable MSA to calculate the Parking Operator's compensation as provided in Section 9(c) of the Parking Management Agreement. All revenues earned by the ORIOLES from the sale of parking permits to season ticket subscribers (including Private Suite licensees) shall be included in the ORIOLES' calculation of the Rent payable to MSA in the manner provided for in Section 7.08.

9. Parking Operation Plan. MSA shall operate the Parking Facilities, or cause the Parking Operator to do so, in accordance with a written operation plan, which shall be prepared in consultation with the ORIOLES and subject to the ORIOLES' concurrence as it relates to spaces reserved for the ORIOLES' use and parking operations during Games and Baseball-Related Events ("Parking Operation Plan"). Such Parking Operation Plan shall be consistent with the requirements of this Article VII, and shall contain provisions sufficient to ensure that such operations are planned and conducted to function with streamlined efficiency. MSA and the ORIOLES and any Parking Operator shall agree on the contents of the Parking Operation Plan (as it affects the ORIOLES and parking during Games and Baseball-Related Events) no later than the Opening of each Championship Season. Personnel of the Parking Operator who perform services at the Parking Facilities in connection with Games and Baseball-Related Events shall be required, if requested by the ORIOLES, to participate in special customer relations training programs administered by the ORIOLES. (During the term of the Parking Management Agreement, such participation shall be at the ORIOLES' expense, as provided in the Parking Management Agreement.) During Games and Baseball-Related Events, the ORIOLES shall have the right to require the Parking Operator to remove from the Parking Facilities any employee of the Parking Operator who, in the judgment of the ORIOLES, is discourteous to patrons or who disrupts the smooth operation of, or patron satisfaction with, the Parking Facilities (so long as such removal is not in violation of any laws). In addition, during Games and Baseball-Related Events, the ORIOLES shall have the right, at their election and at their expense, to use their own personnel, in addition to personnel provided by the Parking Operator (or by MSA) to enhance efficient operation of areas of the Parking Facilities reserved for the ORIOLES' use or for VIP Parking as provided in this Section 7.05.

10. Counting Devices. The ORIOLES shall be entitled, upon request, to receive or have access to the readings taken by

MSA or the Parking Operator from any automatic vehicle detectors or other contemporaneous counting devices used by MSA or the Parking Operator to count vehicles entering the Parking Facilities. Upon request, the ORIOLES shall have the right to be present when such readings are taken. If MSA does not use such counting devices, MSA shall provide the ORIOLES, upon request, with any other contemporaneous records or documentation that may be available to MSA or the Parking Operator which reflect the use of the Parking Facilities. (Such readings or other documentation to be provided to the ORIOLES shall include those pertaining to all uses of the Parking Facilities, to the extent that any expenses are allocated between Non-Baseball Parking Revenues or Baseball Parking Revenues, as provided in Section 7.07, on the basis of the parties' proportional shares of revenues from the Parking Facilities.)

11. Personnel, Equipment and Supplies. MSA shall provide, or cause the Parking Operator to provide, all personnel, equipment and supplies necessary to operate the Parking Facilities. The expenses incurred by MSA or by the Parking Operator in providing such personnel, equipment and supplies shall be allocated to Baseball Parking Revenues and Non-Baseball Parking Revenues in the manner provided for in the Parking Budget described in Section 7.07-2 and in Schedule C to the Parking Management Agreement (or as otherwise agreed in writing by MSA and the ORIOLES).

12. Repairs and Maintenance. MSA shall be responsible for providing (or for causing the Parking Operator to provide) all personnel, equipment and supplies necessary to repair and maintain the Parking Facilities. All expenses incurred by MSA or by the Parking Operator in performing such repairs or maintenance shall be allocated solely to Non-Baseball Parking Revenues except as otherwise specifically provided in the Parking Budget described in Section 7.07-2 and in Schedule C to the Parking Management Agreement (or as otherwise agreed in writing by MSA and the ORIOLES).

13. Security. MSA shall be responsible for providing adequate year-round, Game and Event security for the Parking Facilities, in accordance with Article XII of this Agreement.

14. Access. MSA and the ORIOLES, through their respective officers, employees, consultants and other authorized representatives, shall be entitled to enter and inspect the Parking Facilities at all times.

15. Insurance and Indemnification. The Parking Operator shall be required by MSA to carry adequate liability insurance sufficient to cover any claims or liabilities which may arise from the operation of the Parking Facilities. The form and amount of such insurance coverage shall be subject to the

ORIOLES' concurrence, and the ORIOLES shall be named as an additional insured on such policies. (The insurance premiums paid by the Parking Operator for such insurance coverage shall be allocated to Baseball Parking Revenues and Non-Baseball Parking Revenues in the manner provided for in the Parking Budget and Schedule C to the Parking Management Agreement, or as otherwise agreed in writing by MSA and the ORIOLES.) In addition, MSA shall cause the Parking Operator to agree to indemnify the ORIOLES and their agents and representatives in the manner provided for in Paragraph 14 of the Parking Management Agreement. MSA shall not permit the Parking Operator to settle or compromise any claim arising out of the operation of the Parking Facilities which may be made against the ORIOLES or which may affect the ORIOLES' interests as an additional insured, whether through outright payments or through payment of the deductible portion of the Operator's insurance policy, without the ORIOLES' prior approval, as required by the Parking Management Agreement.

16. Parking Taxes. The Parking Operator shall collect and pay all parking taxes imposed by the City on all revenues from parking permits or passes sold on-site by the Parking Operator. The ORIOLES shall be responsible for paying directly to the City all parking taxes due on all parking passes or permits sold by the ORIOLES directly to their season ticket subscribers (including Private Suite licensees) as provided in Section 7.05-8. (In addition, if the ORIOLES arrange for Additional Parking as described in Section 7.06, all parking taxes due in connection with parking at such additional facilities shall be paid by the ORIOLES or by the operator of such parking facilities, in the manner provided for in the ORIOLES' agreements with such third parties.)

Section 7.06. Parking Lots Provided by the ORIOLES to Season Ticket Subscribers. The ORIOLES shall have the right, at their option, to make arrangements with third parties to provide parking spaces, in addition to those available in the Parking Facilities, in lots or garages located near the Camden Yards Site to ORIOLES' season ticket subscribers who have purchased parking permits directly from the ORIOLES as provided in Section 7.05-8 ("Additional Parking"). The revenues and expenses of the ORIOLES which are associated with such Additional Parking shall not be included in either Baseball Parking Revenues or in the net parking income payable by MSA to the ORIOLES as provided in Section 7.07, but shall be included in the ORIOLES' calculations of the Rent payable to MSA in the manner provided for in Section 7.08. The ORIOLES' determination to arrange for Additional Parking for their season ticket subscribers shall in no way relieve, diminish, or otherwise affect MSA's obligations under Section 7.09 or MSA's obligations to provide and operate the Parking Facilities in the manner required by this Article VII.



**Section 7.07. Parking Revenues and Expenses.**

1. **Collection and Deposit of Parking Revenues.** MSA shall collect (or cause the Parking Operator to collect) all revenues from the sale of parking tickets, permits or passes sold by MSA or the Parking Operator to users of the Parking Facilities. MSA shall cause such revenues, net of all applicable parking taxes, to be segregated and deposited into separate bank accounts, according to whether such revenues are from parking during Games and Baseball-Related Events at the Parking Facilities ("Baseball Parking Revenues") or are from parking during other times ("Non-Baseball Parking Revenues"). The bank account into which Baseball Parking Revenues are deposited shall be controlled by MSA, and no Parking Operator shall be permitted to make withdrawals from such account. MSA shall provide the ORIOLES with copies of all deposit slips and daily reports documenting the collection and deposit of Baseball Parking Revenues.

2. **Parking Budgets; Allocation of Expenses Between Baseball and Non-Baseball Parking.** By December 1 of each year, MSA, the ORIOLES and any Parking Operator shall agree on a written operating budget setting forth the nature and estimated amount of the expenses expected to be incurred for the operation of the Parking Facilities during the next succeeding calendar year (the "Parking Budget"). For the 1992 calendar year, such Parking Budget shall be the budget attached as Schedule C to the Parking Management Agreement. Each Parking Budget shall conform substantially to the form of Schedule C to the Parking Management Agreement, and shall identify the appropriate allocation for such year of all budgeted operating expenses to Baseball Parking Revenues and Non-Baseball Parking Revenues (except that during the term of the Parking Management Agreement, the allocation of the Parking Operator's compensation specified in Items 24 and 25 on Schedule C to that agreement shall remain in force until that agreement expires or is terminated).

3. **Funding Budgeted Parking Expenses.** MSA shall be responsible for paying over to the Parking Operator all amounts necessary to fund the Parking Operator's ongoing expenses for operating the Parking Facilities, in the amounts and manner provided for in the Parking Management Agreement. Those expenses allocated to Baseball Parking Revenues in accordance with the Parking Budget shall be deducted from Baseball Parking Revenues as provided in Section 7.07-5.

4. **Parking Revenues Retained by MSA.** MSA shall be entitled to receive and retain for its own account all Non-Baseball Parking Revenues generated by the use of the Parking Facilities, less any operating expenses which are allocated to such Non-Baseball Parking Revenues pursuant to the Parking Management Agreement and Schedule C to that Agreement. MSA shall

cause all Non-Baseball Parking Revenues to be segregated from Baseball Parking Revenues, as required by the Parking Management Agreement and Section 7.07-5. If Schedule C to the Parking Management Agreement allocates any expenses in the Parking Budget based on the respective ratios of Baseball or Non-Baseball Parking Revenues to the total revenues generated by the Parking Facilities, such Non-Baseball Parking Revenues shall include the value of all discounted, validated or free parking spaces granted by MSA (other than those described in Section 7.05), to the extent provided in Section 4(a) of the Parking Management Agreement.

**5. Deduction of Baseball Parking Expenses:**

**Calculation of ORIOLES' Net Parking Income.** By the close of business on each Monday of each week during the Baseball Season, MSA shall pay over to the ORIOLES the Baseball Parking Revenues (net of applicable taxes) collected from the Parking Facilities for the preceding Sunday through Saturday, less a pro-rata portion of the annual expenses in the Parking Budget to be allocated to Baseball Parking Revenues ("net parking income"). The pro-rata portion of such budgeted expenses to be deducted weekly from Baseball Parking Revenues shall be computed in the manner set forth in Schedule C to the Parking Management Agreement (unless MSA and the ORIOLES agree in writing on a different method of computation). Only those expenses itemized in Schedule C to the Parking Management Agreement as allocated to Baseball Parking Revenues shall be deducted from Baseball Parking Revenues. If MSA notifies the ORIOLES at any time that Baseball Parking Revenues (net of parking taxes) on deposit are insufficient to pay the operating expenses allocated to such Revenues as provided in Schedule C to the Parking Management Agreement, then the ORIOLES shall promptly pay to MSA, from the revenues received by the ORIOLES directly from the sale of parking permits to season ticket subscribers, the amount necessary to pay the ORIOLES' allocable share of such expenses in accordance with Schedule C to the Parking Management Agreement.

**6. Adjustments to Net Parking Income.** Following MSA's receipt of the Parking Operator's periodic reports of actual operating expenses (as provided in the Parking Management Agreement), MSA shall provide copies of such reports to the ORIOLES. MSA shall also provide the ORIOLES with copies of the results of the annual audit of revenues and expenses conducted pursuant to the Parking Management Agreement. MSA and the ORIOLES shall make any adjustments which may be necessary in view of such reports or audit, in order to ensure that the total net parking income paid to the ORIOLES and the amounts of Non-Baseball Parking Revenues, net of allocated expenses, retained by MSA under Section 7.07-4 are computed accurately, are based on actual audited receipts and expenses, and are allocated between the parties in accordance with Schedule C to the Parking Management Agreement. Unless otherwise agreed in writing by MSA

and the ORIOLES, the schedule, methods and procedures for making such adjustments shall be those set forth in Schedule C to the Parking Management Agreement.

7. Access to Books and Records. The ORIOLES shall have the right, upon reasonable notice, to audit the books and records of MSA which relate to the revenues earned from and the expenses associated with the operation of the Parking Facilities and the calculation and documentation of Baseball Parking Revenues and the net parking income payable to the ORIOLES under this Article VII. In addition, the ORIOLES shall have the right to inspect and audit the records of the Parking Operator, and to receive documentation regarding the Parking Facilities, in the manner provided for in the Parking Management Agreement.

Section 7.08. Parking Revenues and Expenses Included in the Calculation of Rent. The purpose of this Section 7.08 is to set forth the proper treatment, for purposes of calculating the Rent payable to MSA, of Baseball Parking Revenues, the revenues received directly by the ORIOLES from the sale of parking permits to season ticket subscribers (including Private Suite licensees), and the revenues earned and expenses incurred by the ORIOLES in connection with Additional Parking.

1. Parking Revenues. In calculating the Rent under Section 4.03-2(d) of this Agreement, the ORIOLES shall include in their calculation of parking receipts the sum of the following: (a) all Baseball Parking Revenues generated by the Parking Facilities, net of the parking taxes collected and paid by the Parking Operator; and (b) all revenues received directly by the ORIOLES, net of all parking taxes paid by the ORIOLES or by other third parties, from the sale of parking permits or passes to season ticket subscribers (including Private Suite licensees), whether for use at the Parking Facilities or for Additional Parking, and regardless of whether such passes or permits are actually used.

2. Parking Expenses. In calculating the Rent under Section 4.03-2(d) of this Agreement, the ORIOLES shall include in their calculation of parking expenses the sum of the following: (a) all expenses of operating the Parking Facilities which are allocated to Baseball Parking Revenues and deducted from such revenues as provided in Section 7.07 and Schedule C to the Parking Management Agreement; (b) all expenses incurred by the ORIOLES in printing and duplicating the parking passes or permits sold to season ticket subscribers and Private Suite licensees as provided in Section 7.05-8; and (c) all expenses incurred by the ORIOLES in obtaining Additional Parking from third parties as provided in Section 7.06, including any per-space or per-Season amounts paid by the ORIOLES to reserve such parking under their agreements with the third parties who provide or operate such Additional Parking.

3. Calculation of the Rent. The percentage of net parking receipts subject to the Rent as provided in Section 4.03-2(d) of this Agreement shall be calculated as follows: (a) the sum of all parking expenses described in Section 7.08-2 shall be deducted from (b) the sum of all parking revenues described in Section 7.08-1, and (c) fifty percent (50%) of the result of that subtraction shall be included in the calculation of the Rent.

Section 7.09. Effect of Future Events on Parking Facilities. The purpose of this Section 7.09 is to set forth the parties' agreement about the effect of certain future events on MSA's obligation under the first sentence of Section 7.01 to provide approximately 5,000 on-site parking spaces for patrons of Games and certain Baseball-Related Events. The requirements of this Section 7.09 shall govern, in lieu of the first sentence of Section 7.01, if any of the following events causes a displacement of the on-site parking that would otherwise be available for baseball parking: (i) the Football Stadium is constructed on the Camden Yards Site, (ii) a sports complex or arena is constructed on the Camden Yards Site instead of the Football Stadium (as used in this Section 7.09, "sports complex"), (iii) a portion of the Parking Facilities is dedicated by MSA or the State for governmental or civic use (such as government offices or a public park) in lieu of the construction of the Football Stadium, or (iv) MSA determines, with the concurrence of the ORIOLES (which may be granted or withheld in the ORIOLES' sole discretion) to sell any of the land underlying the southernmost portion of the Parking Facilities. Upon the occurrence of any of the foregoing events, MSA and the ORIOLES agree as follows:

1. Reduction in On-Site Parking; Location of Reduced On-Site Parking. If any event described in this Section 7.09 displaces the parking spaces available on the Parking Facilities, MSA's obligation to provide 5,000 on-site parking spaces for baseball shall be reduced, to the extent necessary, to 3,000 on-site spaces. Such 3,000 on-site spaces shall include bus parking and all spaces reserved for the ORIOLES' use and the other uses identified in Section 7.05. If the event that triggers such a reduction is the dedication of part of the Parking Facilities for governmental or civic use, or MSA's sale of land underlying the southernmost portion of the Parking Facilities, MSA shall locate the 3,000 or more on-site parking spaces required for baseball parking within the parking lots known as of the Commencement Date as lots "A" through "E," and maximize the number of parking spaces available in these lots. If the triggering event is the construction of the Football Stadium or a sports complex, MSA shall locate the 3,000 or more on-site parking spaces required for baseball by (i) locating the greatest possible number of such 3,000 or more spaces in the lots currently known as lots "A" through "C" and in the northern portions of the lots currently known as lots "D" and "E," and (ii) locating the remainder of

such spaces on the lots known as lots "F" and "G," or on other land acquired by MSA which is contiguous to the Camden Yards Site.

2. Option to Provide Substitute Off-Site Parking or Pay Net Parking Income to ORIOLES. Upon the occurrence of any of the events described in this Section 7.09, MSA shall have the option to: (a) provide up to 2,000 substitute parking spaces in areas outside the existing Camden Yards Site ("Substitute Parking"), as provided in Section 7.09-3, and to compensate the ORIOLES as provided in Section 7.09-3 for any lost net parking receipts; or (b) in lieu of providing Substitute Parking, pay the ORIOLES the net parking income lost by the ORIOLES as a result of the elimination of on-site parking spaces, as provided in Section 7.09-4.

3. Provision of Substitute Parking. If MSA elects to provide Substitute Parking, MSA shall make whatever arrangements are necessary to replace the number of on-site spaces that are displaced and not otherwise replaced by MSA under Section 7.09-1 with an equal number of off-site surface or garage parking spaces (up to 2,000 spaces) for the use of patrons of Games and Baseball-Related Events. Such Substitute Parking shall be located within a 3/4-mile radius of the Ballpark, in locations reasonably acceptable to the ORIOLES. MSA shall not select sites for Substitute Parking unless the ORIOLES are satisfied that traffic patterns, signage, lighting and traffic signals are sufficient for the proposed site and Substitute Parking facilities in order to permit safe and convenient pedestrian and vehicular access for baseball parking. MSA may provide Substitute Parking by acquiring additional parking facilities to be operated by MSA or the Parking Operator, by arranging for third parties to reserve substantial portions of their parking facilities for the use of baseball patrons, or through a combination of MSA-owned facilities and facilities owned by third parties.

(a) Substitute Parking Through Additional Facilities Owned by MSA. If MSA provides any Substitute Parking through additional facilities owned by MSA, such Substitute Parking shall be operated by MSA and/or the Parking Operator in accordance with this Article VII. The revenues from parking in such facilities during Games and Baseball-Related Events and the operating expenses directly attributable to such baseball-related parking shall be handled and accounted for as provided in this Article VII, as if such Substitute Parking areas were part of the Parking Facilities.

(b) Substitute Parking Through Facilities Owned by Other Parties. If MSA provides any Substitute Parking by arranging for third parties to make their independently owned parking facilities available for parking during Games and

Baseball-Related Events, MSA shall use its Best Efforts to require such third parties to consider the ORIOLES' reasonable input in planning the operation of such facilities during such Games and Baseball-Related Events, in order to ensure efficiency and the proper collection of revenues from baseball-related parking. If requested by the ORIOLES, MSA shall permit the ORIOLES to dedicate the spaces so obtained by MSA as permit parking for season ticket holders. MSA shall cause the revenues generated from baseball parking at such Substitute Parking Facilities, net of any expenses incurred by MSA in obtaining such Substitute Parking facilities for use during Games and Baseball-Related Events, to be paid to the ORIOLES. (The schedule and method for computing such payment shall be agreed upon in writing between MSA and the ORIOLES.) The ORIOLES shall include such revenues in the calculation of the Rent in the manner provided for in Section 7.08. If the net income from baseball parking at such Substitute Parking facilities is less, on a per-space basis, than the average net income per space paid to the ORIOLES for baseball parking at the Parking Facilities (an average to be determined as provided in Section 7.09-4 below), the ORIOLES shall be entitled to deduct the shortfall from their parking revenue under Section 7.08-1 when calculating the net parking receipts subject to the Rent under Section 7.08 and Article IV.

4. Payment of Lost Parking Income to ORIOLES. If MSA elects not to provide Substitute Parking to replace the on-site parking eliminated by one of the events described in this Section 7.09 (and not otherwise replaced by MSA under Section 7.09-1), MSA shall pay to the ORIOLES each year the net parking income that the ORIOLES would have received had such eliminated spaces been available on-site for parking during Games and Baseball-Related Events. Such payment shall be calculated by multiplying the number of eliminated spaces by the average net income per parking space earned by the ORIOLES for such year from the Parking Facilities. (In computing this average, the parties shall exclude from the calculation of on-site spaces all bus parking and all complimentary parking spaces, including the ORIOLES' spaces. The parties shall also exclude from the calculation the revenues generated from the sale of parking permits or passes to season ticket subscribers, including Private Suite Licensees, if such permits or passes are not actually used to park at the Parking Facilities.) MSA shall make the annual payment required by this Section 7.09-4 according to a schedule to be agreed upon in writing by the parties. The ORIOLES shall include such payment in the parking revenues used to calculate the Rent as provided in Section 7.08 and Article IV. In lieu of making such payment directly to the ORIOLES, MSA may elect to permit the ORIOLES to deduct the amount of such payment from the parking revenues included in the ORIOLES' payments of the Rent under Section 7.08 and Article IV.

Section 7.10. Effect of Future Construction on Parking Facilities. If MSA constructs the Football Stadium or a sports complex or arena on the Camden Yards Site, or otherwise engages in or authorizes any Additional Construction or other construction or development activities on the Camden Yards Site, MSA shall use its Best Efforts to cause such construction or development activities to be scheduled and carried out so as to minimize the elimination of parking spaces at the Parking Facilities during such construction or development, or any disruption in the operation of the Parking Facilities during Games and Baseball-Related Events. MSA shall notify the ORIOLES in advance of the schedule and plans for such activities and shall keep the ORIOLES apprised of any changes in such schedule or plans. If such construction or development activities make it necessary for MSA to provide temporary parking facilities, the placement and construction of such temporary parking shall be planned by MSA with the concurrence of the ORIOLES as provided in Section 7.02. The ORIOLES shall also have the right to concur, as provided in Article III regarding Additional Construction, in the designs for any structured parking MSA may decide to construct on the Camden Yards Site, if such structured parking is to be located in the area of the Camden Yards Site that lies to the north of Martin Luther King, Jr. Boulevard. All temporary parking facilities, any on-site structured parking, and any Substitute Parking provided by MSA for the use of the ORIOLES or patrons of Games and Baseball-Related Events shall be operated in accordance with this Article VII (except as otherwise provided in Section 7.09-3(b) concerning Substitute Parking facilities owned by third parties).

## ARTICLE VIII

### MAINTENANCE, REPAIRS, IMPROVEMENTS AND OPERATIONS

Section 8.01. Definitions. As used in this Article VIII and elsewhere in this Agreement, the terms listed below shall have the following meanings:

1. Ballpark Management. "Ballpark Management" means the planning, supervision and conduct of the day-to-day management of the Ballpark on a year-round basis, including the provision of (or arrangements for third parties to provide) all personnel, supplies, equipment and services necessary for Repairs, Maintenance and Improvements at the Ballpark which are the responsibility of MSA as provided in this Article VIII, MSA's operational responsibilities under Section 8.02-11, and the security required by Section 12.02 of Article XII. "Ballpark Management" shall not include the conduct of Games, Baseball-

Related Events or the ORIOLES' Day-to-Day Business Operations, or any of the ORIOLES' responsibilities under this Article VIII.

2. Physical Obsolescence. "Physical Obsolescence" and "Physically Obsolete" means any equipment, fixture, furnishing, facility, surface, structure or any other component of a Repair Area (as defined in Section 8.01-5) which has become dysfunctional (whether in whole or in part) due to ordinary wear and tear. (For purposes of this Section 8.01-2, a surface shall be deemed dysfunctional if such surface or its finish has deteriorated to a degree that cannot be remedied through Maintenance.)

3. Functional Obsolescence. "Functional Obsolescence" and "Functionally Obsolete" means any equipment, fixture, furnishing, facility, surface, structure or any other component of a Repair Area that is not dysfunctional (and thus not Physically Obsolete), but is no longer optimal for its intended purpose, by reason of (i) innovations, inventions or improvements in the design, manufacture or production of comparable equipment or facilities which render more efficient, more satisfactory or more technologically advanced service, or (ii) changes in business patterns or practices (such as methods for selling tickets or admitting patrons to the Ballpark) which require the modification or addition of equipment or facilities.

4. Repairs. "Repair" or "Repairs" means any work (including all labor, supplies, materials and equipment) reasonably necessary to repair, restore, or replace any equipment, facility, structure or any other component of a Repair Area, if such work is necessitated by: (a) any material defects in design, construction or installation which, if not repaired, would create a threat to health or safety or a material interference with the playing or public exhibition of Major League baseball or with the ORIOLES' Day-to-Day Business Operations; (b) Physical Obsolescence (including replacement necessitated by the repeated breakdown of a component despite successive efforts to repair or restore it short of such replacement); (c) damage or destruction, including any damage or destruction resulting from the acts or omissions of third parties (including licensees or invitees of the ORIOLES or the employees, agents or contractors of MSA); (d) requirements initiated and imposed prospectively by the American League or Major League Baseball which require that changes or improvements be made to the Ballpark in order for the Ballpark to meet the requirements of the American League or Major League Baseball for Championship play; and (e) modifications required by City, state or federal laws or regulations, including without limitation, accommodations required to be made to the Ballpark under the Americans with Disabilities Act. In identifying Repairs to be made to the Ballpark, MSA shall consider in good faith the views of the ORIOLES' insurance carriers regarding changes or improvements



required by such carrier(s) in order to enable the ORIOLES to obtain insurance coverage at commercially reasonable rates. Repair(s) shall not include work necessitated by (i) Functional Obsolescence or (ii) damage or destruction (ordinary wear and tear excepted) caused by the negligence of the ORIOLES or their agents, employees, contractors or subcontractors.

5. Repair Areas. "Repair Area" means and includes: (i) the entire Ballpark (including the ORIOLES' Year-Round Premises and the Concessionaire's Year-Round Premises) and the pedestrian and vehicular access routes within the Camden Yards Site immediately surrounding the Ballpark, (ii) the exterior of the CSX Warehouse, and the structural stabilization and exterior renovations of the initially undeveloped areas in the southern portion of the CSX Warehouse, (iii) the exterior facade of Camden Station; and (iv) the Parking Facilities.

6. Maintenance. "Maintain" and "Maintenance" means all work (including all labor, supplies, materials and equipment) reasonably necessary for the cleaning and routine upkeep of any property, structures, surfaces, facilities, fixtures, equipment or furnishings, or any other component of a Maintenance Area (as defined in Section 8.01-7) in order to preserve such items in their existing condition, ordinary wear and tear excepted. By way of illustration, and without limiting the generality of the foregoing, Maintenance shall include: (i) preventive or periodic maintenance procedures for equipment, fixtures or systems; (ii) periodic testing of building systems, such as mechanical, card-key security, fire alarm and sound systems; (iii) ongoing trash removal; (iv) regular maintenance procedures for HVAC, plumbing, mechanical, electrical and structural systems, such as periodic cleaning, lubrication, and changing of air filters; (v) touch-up painting; (vi) cleaning prior to, during and following all Games, Baseball-Related Events and MSA Events; and (vii) any other work of a routine, regular and generally predictable nature that is reasonably necessary in order to keep the Ballpark in good order and condition. As used in this Article VIII, the term "Maintenance" shall not include any work defined in Section 8.01-4 as a "Repair."

7. Maintenance Areas. "Maintenance Area" means all Repair Areas, with the exception of: (i) the Concessionaire's Year-Round Premises (which shall be Maintained by the Concessionaire as provided in the Concession Agreements); (ii) cleaning and trash removal in the ORIOLES' Year-Round Premises (which shall be performed by the ORIOLES as provided in Section 8.03); (iii) Maintenance of property owned by the ORIOLES and installed in the ORIOLES' Year-Round Premises (which shall be the ORIOLES' sole responsibility) and (iv) Maintenance of the playing field equipment described in Section 8.04-4, which shall be the ORIOLES' responsibility as provided in that Section.

8. Improvements. "Improvement(s)" means: (a) any work (including all labor, supplies, materials and equipment) reasonably necessary to restore or replace any component of a Repair Area that is Functionally Obsolete; and (b) any alterations, modifications, additions, or other construction, development or improvement of any part of a Repair Area (other than Repairs) which the parties determine are desirable for a first-class Major League Baseball facility in accordance with the procedures in Section 8.11.

**Section 8.02. MSA's Obligations.**

1. General Obligations. MSA shall be responsible for all Ballpark Management, whether through its own personnel or through a third-party Ballpark Manager (as provided in Section 8.07). Except as otherwise provided in Section 8.12 (regarding the steel superstructure) and Section 9.04 (regarding Private Suite Maintenance Costs), MSA shall, at its own expense, Repair (or cause others to Repair) all Repair Areas defined in Section 8.01-5, and shall Maintain (or cause others to Maintain) all Maintenance Areas defined in Section 8.01-7. MSA's Maintenance and Repair obligations shall not extend to or include: (i) any Maintenance or Repair of the Concessionaire's Year-Round Premises, including the provision of supplies, which are the Concessionaire's responsibility under the Concession Agreements; (ii) any Maintenance or Repair of the personal property of the ORIOLES (except for Repairs necessitated by damage caused by the negligence of MSA or its employees or agents); or (iii) any Maintenance or Repair of the Playing Field equipment for which the ORIOLES are responsible under Section 8.04-4. MSA's obligations with respect to Improvements shall be those set forth in Sections 8.10 and 8.11. MSA shall obtain or provide, at its expense, all labor, services, materials, supplies and equipment needed to perform all Ballpark Management, Maintenance, Repairs, Improvements, and the security for which MSA is responsible under Section 12.02 of this Agreement. MSA shall not reduce, diminish or eliminate any equipment or services that MSA is required to provide under this Agreement without the prior consent of the ORIOLES.

2. Standards. MSA shall Maintain all Maintenance Areas and shall Repair the entire Ballpark and other Repair Areas (with the exception of those Repairs to the Concessionaire's Year-Round Premises which are required to be performed by the Concessionaire) in a safe and first-class manner, and in a manner that is consistent with the maintenance and repair standards of Major League Baseball facilities that can reasonably be said to fall within the "top" twenty-five percent (25%) of all such facilities, when such facilities are rated or ranked according to the quality with which they are maintained and repaired.

3. Specific Areas. MSA's Maintenance obligations shall include, but not be limited to, the Maintenance of the playing field lights, the seats and the Private Suites at the Ballpark. MSA's obligations with respect to the Playing Field shall be those set forth in Section 8.04.

4. Cleaning and Trash Removal. During all Games and Baseball-Related Events, MSA shall provide ongoing trash removal services (except to the extent that such services are provided by the Concessionaire under the Concession Agreements), and shall provide Maintenance (including cleaning) of the Ballpark and Parking Facilities after and, and with respect to the Ballpark, at regular intervals during Games and Baseball-Related Events (subject to Section 7.05-12 regarding the expenses associated with certain Maintenance of the Parking Facilities), so as to Maintain the Ballpark in conformity with the standard set forth in Section 8.02-2. The frequency, quality, and promptness of all cleaning and trash removal performed by MSA or by any Cleaning Contractor in connection with Games and Baseball-Related Events shall be subject to the reasonable concurrence of the ORIOLES. (Whenever the Cleaning Contract described in Section 8.02-5 contains specific performance standards that have been approved in advance by the ORIOLES, compliance with such standards shall be deemed to satisfy the concurrence requirement of the immediately preceding sentence.)

5. Third-Party Cleaning Contractor.

(a) MSA and the ORIOLES have agreed that beginning on the Commencement Date, the Cleaning Contractor shall be Harry M. Stevens Maintenance Services, Inc., who shall provide cleaning and trash removal services in all Maintenance Areas at the Ballpark in accordance with the Cleaning Contract. MSA acknowledges that the ORIOLES have a material interest in the performance by the Cleaning Contractor of all of its obligations under the Cleaning Contract, and that the ORIOLES do not have any right to enforce such obligations (other than indemnification) except through MSA. Accordingly, upon the ORIOLES' request, MSA shall take such action as may be necessary, in MSA's reasonable judgment, to cause the Cleaning Contractor to comply with all of its obligations under the Cleaning Contract, including without limitation, those concerning the promptness, thoroughness, frequency and quality of cleaning and trash removal services, and the insurance and indemnifications to be provided by the Cleaning Contractor.

(b) If the Cleaning Contract expires or is terminated for any reason, MSA shall determine whether to renew or extend that Contract, or whether to select a successor Cleaning Contractor, with the input of the ORIOLES. The ORIOLES shall be entitled to participate actively in such renewal or selection process, subject to MSA's right to make the final

decision regarding such renewal or selection. Any agreement made by MSA with a successor Cleaning Contractor shall be consistent with this Agreement, and the ORIOLES shall have the right to concur in those provisions of such agreement which concern the requirements for cleaning and trash removal in connection with Games and Baseball-Related Events, and the insurance and indemnifications to be provided by such successor Cleaning Contractor.

6. Stand-by Maintenance Crews. During the portion of each Exclusive Use Period that precedes a Game or Baseball-Related Event using the playing field and stands, MSA shall provide an experienced and qualified standby maintenance crew for the purpose of providing necessary emergency repairs of mechanical, electrical and plumbing facilities at the Ballpark and any other facilities in the Ballpark which directly affect the public's safe access to or use of the Ballpark, and an on-call maintenance crew for the Ballpark's elevators and escalators. Such stand-by maintenance crew shall be on-site at the Ballpark for the duration of each Game and each Baseball-Related Event using the playing field and stands.

7. Conduct of Repairs and Maintenance. MSA shall cause all Maintenance and Repairs required to be performed by MSA under this Article VIII to be performed promptly and diligently, and in a good and workmanlike manner. MSA shall plan, schedule and conduct such Maintenance and Repairs so as to prevent or at least minimize (i) inconvenience to patrons of Games and Baseball-Related Events, (ii) any reduction in seating capacity at the Ballpark, (iii) any reduction in the number of spaces available in the Parking Facilities during Games and Baseball-Related Events, and (iv) interference with the ORIOLES' use and enjoyment of the Ballpark.

8. Personnel. During Games and Baseball-Related Events, the ORIOLES shall have the right to require the removal from the Ballpark or Parking Facilities of any employee of MSA, the Cleaning Contractor, any Ballpark Manager or other third party if, in the reasonable judgment of the ORIOLES, such employee is discourteous to patrons or disrupts the smooth operation of, or patron satisfaction with, the Ballpark or Parking Facilities during such Games or Events (so long as such removal is not in violation of any laws).

9. Reports and Manuals. If MSA knows of or discovers any material defects in, damage to, or deterioration of the structure, mechanical systems, elevators, escalators, equipment or facilities of the Ballpark which are used or operated by the ORIOLES in connection with any Permitted Uses, or which are used by the public during attendance at Games or Baseball-Related Events, MSA shall notify the ORIOLES of such conditions (and may do so verbally if written notice is not practicable). MSA shall

also promptly inform the ORIOLES, in writing, of any dangers or hazards discovered by MSA (or reported to MSA by its agents or other parties) at the Ballpark or Parking Facilities. MSA shall make available to the ORIOLES all written materials regarding MSA's Maintenance, Repair and security procedures, as well as all existing performance, maintenance and repair manuals and Maintenance schedules for all facilities and equipment at the Ballpark.

**10. Facilities Under the Control of Third Parties.**

The ORIOLES and MSA acknowledge and agree that there are various facilities located within the Camden Yards Site (such as railroad and transit facilities, telephone and utility systems, public highway improvements, and the other facilities described in Exhibit B to this Agreement) which are owned, operated and/or maintained by third parties. The repair and maintenance of such facilities shall continue to be the responsibility of such third parties, and shall not be the obligation or responsibility of either MSA or the ORIOLES.

**11. Operations During Games and Baseball-Related Events.** On the dates of Games and Baseball-Related Events which are open to the public and use the playing field and stands, beginning with the time of day by which an admissions ticket to such Games or Events is required in order for the public to enter the Ballpark, MSA shall be responsible only for supervising the Cleaning Contractor, the Parking Operator, and the Security Contractor, and for Maintaining and Repairing the Ballpark as required by this Article VIII. During such periods, the ORIOLES shall be responsible only for the matters described in Section 8.03-5. Notwithstanding the foregoing, if MSA's personnel discover any potentially hazardous condition, situation or practice during such periods, MSA's supervisory personnel shall immediately notify the ORIOLES' supervisor of Game-Day Personnel, and if such ORIOLES supervisor cannot be located, MSA's supervisory personnel shall have the right to take immediate steps to correct the situation, even if it relates to a matter for which the ORIOLES are responsible under Section 8.03-5. During MSA Events, MSA shall have the sole and exclusive right to permit patrons access to the Ballpark or Parking Facilities for the purpose of attending such MSA Events, including the right to prevent persons not presenting a valid admissions ticket or pass issued by MSA from entering the Ballpark or Parking Facilities.

**12. MSA's Property.** MSA shall be responsible, at its sole expense, for the Maintenance and Repair of MSA's property, except for Repairs of such property necessitated by damage caused by the negligence of the ORIOLES or their agents, employees, contractors or subcontractors.

**Section 8.03. ORIOLES' Obligations.**

1. **General Obligations.** The ORIOLES shall be responsible, at their expense, for prompt and diligent cleaning and trash removal in the ORIOLES' Year-Round Premises, in accordance with the standard set forth in Section 8.02-2, for all Maintenance and Repairs of the ORIOLES' personal property (except as otherwise provided in Section 8.03-3), and for the Maintenance and Repair of the Playing Field equipment described in Section 8.04-4. Except as otherwise specifically provided in this Article VIII (including Section 8.12 regarding the steel superstructure) and in Section 9.04 (concerning Private Suite Maintenance Costs), the ORIOLES shall not be responsible for any other Maintenance, or for any Repairs or Improvements, with respect to the ORIOLES' Year-Round Premises or any other part of the Ballpark or the Camden Yards Site. The ORIOLES' responsibility for restoration or repair of the ORIOLES Year-Round Premises necessitated by fire or other casualty shall be that set forth in Section 8.14. The ORIOLES' responsibilities with respect to the Playing Field shall be those set forth in Section 8.04. Unless subsequently agreed in writing between MSA and the ORIOLES, the ORIOLES shall have no responsibility or liability for Ballpark Management.

2. **Repairing Damage Caused by ORIOLES.** The ORIOLES shall, at their expense, Repair any part of the Ballpark or its facilities (including the ORIOLES' Year-Round Premises) that is damaged as a result of the negligence or wrongful acts of the ORIOLES or their agents, employees, contractors, or subcontractors. Except as provided in this Section 8.03-2 and in Section 9.04 (concerning Private Suite Maintenance Costs), the ORIOLES shall not be obligated to Repair or pay for the cost of Repairing any damage, such as damage caused by licensees or invitees of the ORIOLES or MSA or other third parties (which shall be the responsibility of MSA), or to make any Repairs necessitated by design, mechanical, electrical or structural defects in the Ballpark.

3. **ORIOLES' Property.** The ORIOLES shall be responsible, at their sole expense, for the Maintenance and Repair of the ORIOLES' personal property, except for Repairs of such property necessitated by the wrongful or negligent acts of MSA or its officers, members, elected and appointed officials, employees or agents, which shall be the responsibility of MSA.

4. **Personnel and Supplies.** The ORIOLES shall provide (or make arrangements with third parties to provide) all labor, services, materials, supplies and equipment needed to perform their obligations under this Article VIII, including those needed for the cleaning and other Maintenance of the ORIOLES' Year-Round Premises.

5. **Operations.** The ORIOLES shall be responsible for providing all supplies and materials needed for the conduct of Games, Baseball-Related Events and the ORIOLES' Day-to-Day Business Operations, and for hiring and compensating all personnel needed for such operations (including all Game-Day Personnel). On the dates of Games and Baseball-Related Events which are open to the public and use the playing field and stands, beginning with the time of day by which an admissions ticket to such Games or Events is required in order for the public to enter the Ballpark, the ORIOLES shall be responsible for: (i) enforcing the Concessionaire's compliance with the "Standards of Performance" and other requirements of the ORIOLES Concession Agreement; (ii) operating the Ballpark Information Systems as provided in Article V and Article X; (iii) providing and supervising all Game-Day Personnel, including ushers; (iv) providing crowd control and management within the Ballpark; (v) providing and supervising first-aid personnel to operate the first-aid facilities of the Ballpark; and (vi) working cooperatively with the City police and paramedics who provide event security, traffic control and emergency medical assistance during such Games and Events. During Games and Baseball-Related Events, the ORIOLES shall have the sole and exclusive right to permit patrons access to the Ballpark for the purpose of attending such Games or Events, including the right to prevent persons not presenting a valid admissions ticket or pass issued by the ORIOLES from entering the Ballpark.

6. **Notice to MSA.** The ORIOLES shall promptly notify MSA (verbally, if written notice is not practicable) whenever the ORIOLES know of or discover any material defects in, damage to, or destruction of any part of the Ballpark or its facilities or equipment, or any dangers or hazards at the Ballpark or Parking Facilities. The ORIOLES' obligation under this Section 8.03-6 to notify MSA of such conditions shall not be deemed an assumption by the ORIOLES of any responsibility or liability to identify or discover such conditions or to perform any Repairs or Maintenance which are MSA's obligation under this Agreement.

**Section 8.04. Playing Field Maintenance and Repairs.**

1. **Playing Field.** As used in this Article VIII, "Playing Field" shall mean the infield grass, the outfield grass, the infield skinned area, the ground lying to the foul side of the foul lines of the playing field, the warning track, the sod farms, and the bullpens.

2. **ORIOLES' Obligations.**

(a) **During Baseball Season.** During the Baseball Season, the ORIOLES shall be responsible, at their expense, (except for immediately before, during and after Special Events, as provided in Section 8.04-4) for the day-to-day landscaping and

Maintenance of the Playing Field, and for the costs of all supplies in connection with such day-to-day landscaping and Maintenance (such as the cost of fertilizer and grass seed).

(b) Special Events. The Orioles shall be responsible for performing and completing any day-to-day landscaping and Maintenance of the Playing Field required in connection with Special Events, including any necessary preparation and conditioning of the Playing Field before or during such Special Events, and the landscaping and Maintenance (including sodding and seeding) as may be required in the ORIOLES' reasonable judgment after such Special Events in order to restore the Playing Field to first-class Major League condition. (Such restoration shall be completed immediately after all Special Events utilizing the Playing Field which occur during the Baseball Season, and by the beginning of the next Baseball Season after such Special Events occurring during the Off-Season.) MSA shall reimburse the ORIOLES (or cause a Promoter or other third party to reimburse the ORIOLES) for the ORIOLES' personnel and material costs in providing such landscaping and Maintenance in the manner required by Article V. (The ORIOLES shall supply MSA with itemized invoices for such personnel and material costs, including supporting invoices for costs incurred in acquiring materials.) If MSA believes that the ORIOLES are failing to perform their obligations under this Section 8.04-2(b), MSA shall promptly notify the ORIOLES, and the ORIOLES shall then be obligated to cause their groundskeepers to perform such duties. The ORIOLES' obligations regarding the landscaping and Maintenance of the Playing Field in connection with Special Events as provided in this Section 8.04-2(b) shall not extend to or include any reconstruction or other restoration of the Playing Field following or in connection with NFL Modifications. Such reconstruction or restoration shall be MSA's responsibility, as provided in Section 3.04.

3. MSA's Obligations. MSA shall be responsible, at its expense, for: (i) the initial construction of the Playing Field, (ii) performing and completing any reconstruction or other restoration of any part of the Playing Field in connection with NFL Modifications pursuant to Section 3.04 of Article III, and (iii) Maintaining and Repairing the Playing Field drainage and irrigation systems, the wall pads and fences surrounding the Playing Field, and the protective screen behind home plate.

4. Equipment. The ORIOLES have obtained, and MSA and the ORIOLES have each agreed to share the initial cost of, all equipment needed for the day-to-day landscaping and Maintenance of the Playing Field, including such equipment as tarps, trucksters (and topdresser and sprayer attachments for such trucksters), mowers, aerifiers, seeders, sweepers, tractors, and rollers. Such equipment shall be used by the ORIOLES' groundskeeping personnel to perform all Playing Field landscaping



and Maintenance to be performed by the ORIOLES under Article V and this Article VIII. The ORIOLES shall be responsible, at their expense, for Maintaining and Repairing all such Playing Field equipment. (MSA and the ORIOLES shall agree in writing on which items of Playing Field equipment shall be owned by each party, in order to ensure that appropriate arrangements are made regarding property insurance and warranties for such equipment.) If it becomes necessary to replace such Playing Field equipment, the cost of such replacement shall be shared equally by the ORIOLES and MSA, but before being required to share in such cost, MSA shall have the right to concur in the need for such replacement and the selection and cost of the substitute equipment. MSA shall be solely responsible for obtaining, at its own expense, any additional equipment which may be necessary in order to Repair the Playing Field, to Maintain or Repair the Playing Field drainage and irrigation systems, wall pads and fences, or to complete any reconstruction or other restoration of the Playing Field in connection with NFL football games.

Section 8.05. MSA's Failure to Maintain or Repair. If MSA fails to fulfill its obligations under this Article VIII with respect to the Maintenance (including cleaning) or Repair of the Ballpark, and if the ORIOLES reasonably determine that the condition in question, if not promptly remedied, will pose a threat to the health or safety of ORIOLES personnel or the public, or will materially interfere with the playing or public exhibition of Major League Baseball or the ORIOLES' Day-to-Day Business Operations, the ORIOLES shall promptly notify MSA in writing of such failure, explaining the reasons why the condition in question meets the standard set forth in this Section 8.05, and give MSA a reasonable opportunity to perform the Maintenance or Repair in question. If MSA fails to perform the work despite such written notice from the ORIOLES, the ORIOLES may, at their election, cause such Maintenance or Repair to be performed at commercially reasonable rates and advance the costs for doing so. The ORIOLES shall thereupon promptly notify MSA, in writing, of the nature of the work performed by the ORIOLES (or its agents or contractors) and the cost and expense incurred by the ORIOLES in performing such Maintenance or Repair. The ORIOLES shall be entitled to deduct such reasonable costs and expenses from any Rent payable to MSA hereunder unless MSA, within (30) days after receiving the ORIOLES' written notice, (i) reimburses the ORIOLES for all such costs and expenses, or (ii) informs the ORIOLES, in writing, that MSA disputes the ORIOLES' entitlement to deduct such costs or expenses, in which case the matter shall be submitted to arbitration pursuant to Article XVI. Except for those Maintenance and Repairs to the Ballpark which the ORIOLES have the right to perform under this Section 8.05, the ORIOLES and their employees, agents, contractors and subcontractors shall not be entitled to access any areas of the Ballpark that house the plumbing, electrical, mechanical, telephone, cabling, or other mechanical or structural systems of the Ballpark. Except

as otherwise expressly provided in this Section 8.05, all such systems and equipment shall be Maintained and Repaired solely by MSA as provided in this Article VIII.

Section 8.06. Utilities. MSA shall bear the cost of all utilities consumed in the Ballpark (such as gas, steam, electricity and water), including those necessary for the ORIOLES' Year-Round Premises. The ORIOLES shall use their Best Efforts to avoid waste in their use of such utilities, in the interest of conserving resources (provided that the ORIOLES shall not be responsible for any asserted waste or for increased utility costs caused by inefficiencies in design or operation of the Ballpark's utility or mechanical systems, such as poorly operational thermostat controls or inadequate insulation). If there is any interruption in utility services affecting the Ballpark, MSA shall not be responsible for such interruptions, but shall use its Best Efforts to actively assist the ORIOLES in arranging with the appropriate providers of such utilities for the prompt and complete restoration of such service. In addition, if and to the extent that MSA has any cause of action for damages or any other remedy under Maryland law against the providers of utilities for losses caused by the interruptions in utility service or for the wrongful termination of utility services at the Ballpark, MSA shall, if the ORIOLES sustain such losses, diligently pursue such causes of action or other remedies, or alternatively, assign MSA's right to pursue such cause of action or other remedies to the ORIOLES. Notwithstanding the foregoing, MSA shall provide, Maintain, Repair and regularly test the Ballpark's emergency electrical back-up systems in case such systems are needed in order to obtain lighting or other services during Games.

Section 8.07. Ballpark Manager. MSA may elect to hire a third-party manager of the Ballpark (the "Ballpark Manager") to perform its duties and obligations under this Article VIII, provided, however, that the hiring of a Ballpark Manager shall not relieve MSA from its responsibilities under this Agreement. If MSA decides to engage a third-party Ballpark Manager, the selection of such Ballpark Manager shall be subject to the prior written concurrence of the ORIOLES. Any agreement between MSA and such Ballpark Manager, including any extensions or renewals thereof, shall not be inconsistent with this Agreement. Such Agreement shall include provisions reasonably acceptable to the ORIOLES regarding the insurance coverage and indemnifications to be provided by such Ballpark Manager.

Section 8.08. Ballpark Promoter. MSA may elect to hire a third party to promote the use of the Ballpark for Special Events (the "Ballpark Promoter"). The Ballpark Promoter may be (but need not be) the same person or entity as the Ballpark Manager. Any contract or agreement between MSA and the Ballpark Promoter (including any extension or renewals thereof) shall not be

inconsistent with the terms and conditions of this Agreement, including without limitation, the requirements of Article V.

**Section 8.09. Management, Maintenance, Repair and Security Procedures.** Prior to the Opening of each Championship Season and every second month during each Baseball Season (or more often at the request of either party), representatives of MSA and the ORIOLES shall meet to: review MSA's Maintenance, Repair and security procedures; ensure proper scheduling of Maintenance and Repairs; plan for the proper scheduled landscaping and Maintenance of the Playing Field and the proper allocation of such work between MSA and the ORIOLES as provided in Section 8.04; generally implement the requirements of this Article VIII; and ensure the proper allocation of the parties' respective operational responsibilities under this Agreement with respect to Games and Baseball-Related Events. At such meetings, MSA and the ORIOLES shall each identify the need for, and shall cooperate with each other in the planning of, the Maintenance or Repair of any structures, facilities, equipment, furnishings, or any other component of the Ballpark which MSA has an obligation to Maintain or Repair under this Article VIII. At such meetings, the ORIOLES shall identify any component of a Repair Area which, in the ORIOLES' reasonable judgment, is falling into disrepair or is not being Maintained in accordance with this Agreement, except that the ORIOLES' attendance and participation at such meetings (including any failure to identify an area needing Maintenance or Repair) shall not be deemed to be an assumption by the ORIOLES of any responsibility or liability for Repairs or Maintenance, and shall in no way relieve MSA of its obligations under this Article VIII. Any dispute between MSA and the ORIOLES regarding either party's performance of its obligations under this Article VIII shall be submitted for arbitration in accordance with Article XVI.

**Section 8.10. Improvements Fund.** On or before December 1, 1993, MSA shall establish a fund, the purpose of which shall be to accumulate funds for the payment of the cost of Improvements (as defined in Section 8.01-8) that the parties desire to make to the Ballpark in accordance with Section 8.11 (the "Improvements Fund"). The Improvements Fund shall be invested in interest-bearing accounts or certificates of deposit, in securities issued or guaranteed by the United States Government or its agencies or instrumentalities, or in other investments determined by MSA. On or before December 1, 1993, and on or before December 1 of each calendar year thereafter, MSA shall provide \$200,000.00 for the Improvements Fund until the balance of the Improvements Fund (exclusive of all interest earned on the Fund proceeds) reaches Six Hundred Thousand Dollars (\$600,000.00), after which MSA's annual contribution to the Improvements Fund shall be the lesser of \$200,000.00, or the amount necessary to bring the balance of the Improvements Fund up to \$600,000.00 (exclusive of interest). At the end of the Term, all sums remaining in the

Improvements Fund (including interest) shall be paid to MSA. It is expressly understood between MSA and the ORIOLES that the Improvements Fund is not intended to be the sole source or mechanism for funding Improvements to the Ballpark, and MSA may (but shall not be obligated to) seek or devise other sources of funding for such Improvements.

Section 8.11. Improvements Procedure. All Improvements to the Ballpark (including without limitation, the nature of, designs, materials for, and timing of such Improvements) shall be planned and completed by MSA, whether using the proceeds of the Improvements Fund or other funding sources, with the concurrence of the ORIOLES. The ORIOLES shall have the same concurrence rights regarding such Improvements as provided in Section 3.02 with respect to Additional Construction. The ORIOLES and MSA shall jointly develop an annual Improvements plan for the Ballpark. By June 1 of each year (or by such other date mutually agreed upon by the parties), each party will develop and present to the other an Improvements plan for Improvements projects to be completed during the coming Off-Season, including a proposed timetable for the completion of such projects. The parties shall then have sixty days within which to agree upon a joint plan. If the parties do not agree on a joint plan within this period, any disagreement shall be settled by arbitration in accordance with Article XVI. The standard in the arbitration will be whether such Improvements are required for a first-class Major League baseball facility and whether funds are available in the Improvements Fund. Once agreed upon, MSA shall diligently construct and complete all such Improvements in a first-class, workmanlike manner. All Improvements during the Term shall be planned and executed so as to minimize inconvenience to patrons of Games and Baseball-Related Events, diminution in seating capacity and interference with the ORIOLES' use and enjoyment of the Ballpark and Parking Facilities. The provisions of this Agreement concerning Improvements to the Ballpark shall not limit, or be construed as a limitation on, the separate and wholly independent obligations of MSA to Maintain and Repair the Ballpark in the manner required by this Agreement. In addition, it is expressly understood and agreed between the parties that all Post-Opening Items shall be completed as part of the initial construction of the Ballpark as provided in Section 3.05, and shall not be treated or funded as Improvements.

Section 8.12. Steel Superstructure of Ballpark. MSA and the ORIOLES shall each share one-half (1/2) of the cost (for labor, supplies and materials) of repainting the exposed portions of the steel superstructure of the Ballpark (that is, the visible portions of the steel members or trusses that are not enclosed by walls, partitions or ceilings), if MSA and the ORIOLES jointly determine, in their sole discretion, that such repainting is necessitated by Physical Obsolescence after the expiration of all contractor and/or material warranties that

apply to the painted surfaces of the steel superstructure. (Until such warranties expire, MSA shall enforce such warranties and cause the appropriate contractor to perform such repainting in lieu of the repainting described in this Section 8.12.)

**Section 8.13. Alterations by the ORIOLES.**

1. **Alterations to ORIOLES' Year-Round Premises.** The ORIOLES may make any interior alterations, additions or improvements (collectively, "alterations") to the ORIOLES' Year-Round Premises, at the ORIOLES' cost and expense, as the ORIOLES deem necessary or desirable during the Term. Notwithstanding the foregoing, the ORIOLES shall obtain MSA's prior approval (which shall not be withheld unreasonably) of any alterations that would materially affect the structural integrity of the Ballpark or its mechanical, HVAC, electrical or plumbing systems. All alterations shall be performed in a good and workmanlike manner, shall not cause damage to any part of the Ballpark, and shall be completed in accordance with all applicable legal requirements (including the procurement of any required governmental permits). If MSA's approval of an alteration is required under this Section 8.13, the ORIOLES' request for such approval shall include reasonably detailed plans and specifications for the proposed work. (MSA's approval of such plans and specifications shall not constitute any assumption by MSA of any responsibility for their accuracy or sufficiency, which shall be the sole responsibility of the ORIOLES.) Before commencing any alterations required to be approved by MSA under this Section 8.13, the ORIOLES shall, if reasonably requested by MSA, obtain and furnish to MSA a labor and materialmen's bond and a "Builder's Risk" insurance policy covering all liabilities that may be incurred in connection with such alterations. The form of such bond and insurance policy and the surety or insurance carrier shall be reasonably acceptable to MSA. In connection with such alterations, the ORIOLES shall also agree in writing to indemnify MSA (or make whatever alternative arrangements are reasonably required by MSA) with respect to any liens or claims or notices for liens that may be filed against the Ballpark or the ORIOLES' leasehold interest in the Ballpark arising out of such alterations.

2. **Alterations Elsewhere in Ballpark.** The ORIOLES shall not make any alterations, whether interior or exterior, structural or non-structural, to any area of the Ballpark or Camden Yards Site other than the ORIOLES' Year-Round Premises without MSA's prior written consent (which will not be withheld unreasonably).

3. **Title to Alterations.** All alterations made by the ORIOLES in accordance with this Section 8.13 (and with the prior written approval of MSA, if such approval is required by this Section 8.13), shall be considered the property of the ORIOLES for purposes of this Agreement and shall remain upon the premises

for the duration of the Term. Upon the termination or expiration of this Agreement for any reason, all such alterations, additions or improvements shall remain upon the premises and shall be deemed to be part of the Ballpark and the property of MSA.

4. Alterations Made Without MSA's Consent. If the ORIOLES make any alterations, additions or improvements to any part of the Ballpark without MSA's prior approval in violation of this Section 8.13, then at any time during the Term, or upon the termination or expiration of this Agreement, MSA shall determine whether such alterations shall remain on the premises or be removed. If MSA determines that such alterations shall be removed, the ORIOLES, at their cost and expense, shall cause their prompt removal, and shall restore the premises affected by such alterations to their original condition, ordinary wear and tear excepted. In addition, if the ORIOLES cut through or pierce the roof or exterior walls of the Ballpark's "stadium" structure or the CSX Warehouse without first obtaining MSA's written consent, then MSA's Repair obligations with respect to the roof or exterior walls (as the case may be) shall thereupon terminate, and the ORIOLES shall be obligated, at MSA's request, to restore the roof and exterior walls to their prior condition at the ORIOLES' sole cost and expense. Any dispute between the ORIOLES and MSA regarding whether alterations were made in violation of this Section 8.13 shall be resolved by arbitration in accordance with Article XVI.

Section 8.14. Fire or Other Casualty.

1. MSA's Obligation to Repair and Restore. If, after the Commencement Date, the Ballpark or the Parking Facilities are damaged or destroyed in whole or in part by fire or other casualty, MSA shall cause the prompt and expeditious Repair, replacement or reconstruction of the affected facilities (except for those Repairs which are the responsibility of the ORIOLES under Section 8.14-2), subject to delays in adjusting the insurance loss and delays for MSA Force Majeure under Article XVII.

2. Orioles' Obligation to Repair and Restore. If any part of the ORIOLES' Year-Round Premises is damaged or destroyed in whole or in part by fire or other casualty, the ORIOLES shall be responsible for repairing, replacing or otherwise restoring all affected furnishings, equipment and other personal property of the ORIOLES installed or stored in the ORIOLES' Year-Round Premises. The ORIOLES shall also be responsible for the Repair, replacement or restoration of any alterations to the ORIOLES' Year-Round Premises completed at the ORIOLES' expense as provided in Section 8.13.

3. Parties' Options to Terminate Agreement. Notwithstanding any other provision of this Section 8.14 or this

Agreement, the ORIOLES may elect to terminate this Agreement upon thirty (30) days' prior written notice to MSA if the Ballpark has not been Repaired, reconstructed or otherwise restored so as to enable the ORIOLES to play Games and conduct their Day-to-Day Business Operations in the Ballpark within three (3) years after the occurrence of such fire or other casualty, subject to delays in adjusting the insurance loss and delays for MSA Force Majeure under Article XVII. If the ORIOLES elect to terminate this Agreement as provided in this Section 8.14-3, then upon the expiration of the 30-day notice period, this Agreement shall have no further force and effect, subject to any rights or obligations of either party which arose prior to such termination. Notwithstanding any other provision of this Section 8.14, if the Ballpark is substantially destroyed as a result of any fire or other casualty, MSA may, in lieu of replacing or restoring the Ballpark, elect to terminate this Agreement upon 30 days' prior written notice to the ORIOLES. (MSA shall make such election in a timely fashion, as soon as reasonably practicable under the prevailing circumstances.) If MSA provides such notice to the ORIOLES, this Agreement shall be of no further force and effect, subject to any rights or obligations of either party which arose prior to such termination. Except as otherwise provided in this Section 8.14-3, this Agreement shall not terminate as a result of any damage or destruction of the Ballpark.

4. Other Location for Playing Games. If the ORIOLES cannot play Games at the Ballpark as a result of damage to or destruction of the Ballpark by fire or other casualty, or as a result of any other cause beyond the ORIOLES' control, the ORIOLES shall seek a temporary location to play such Games, in Maryland if a suitable location in Maryland is available, until the Ballpark is repaired or rebuilt or the condition that prevents the playing of Games is otherwise remedied or removed. Upon the repair or reconstruction of the Ballpark (or removal or remedying of any other condition), the ORIOLES shall again be required to play all of their Games at the Ballpark in accordance with this Agreement. If necessary to secure such temporary location, the ORIOLES shall have the right to commit to play their Games at such temporary location for a fixed period that exceeds the period of time needed to repair or rebuild the Ballpark, so long as such commitment does not go beyond the last day of the Baseball Season in which the repair or restoration of the Ballpark (or removal of any other condition) has been completed. Upon commencement of the first full Baseball Season following such completion, the ORIOLES shall return to the Ballpark, and both parties shall comply with all of the terms and conditions of this Agreement to the same extent as if such fire or other casualty had not occurred, including without limitation, the provisions of Section 2.03 regarding the calculation of the Term of this Agreement. For purposes of this Section 8.14-4, the temporary location selected by the ORIOLES for playing Games

shall be Memorial Stadium, if such use of Memorial Stadium is feasible in the ORIOLES' sole judgment.

**Section 8.15. Placement of Heavy Equipment.**

1. **Generally.** Neither MSA nor the ORIOLES shall place a load upon any floor in any part of the Ballpark that exceeds the maximum weight per square foot that such floor area was designed to bear. MSA shall provide the ORIOLES with written specifications of all weight and load limitations. If any equipment, fixtures or other property installed in the Ballpark by MSA or its contractors causes vibration in or damage to the Ballpark, MSA shall remedy such condition at its expense.

2. **Equipment Installed by the ORIOLES.** MSA reserves the right to prescribe the maximum weight and required position of all safes, telephone switchboards, computers, or other heavy equipment which may be placed or installed at the Ballpark by the ORIOLES following the Effective Date, and to prescribe the reinforcing (if any) necessary in MSA's reasonable judgment for the proper placement or installation of such equipment. The ORIOLES shall comply with all such requirements and, where necessary, at MSA's request, shall perform the reinforcing required for such installation at their cost and expense. The ORIOLES shall install and place, at their own expense, all items of personal property, fixtures or leasehold improvements which the ORIOLES install, place or maintain in the Ballpark pursuant to this Agreement, and shall install and place such property, fixtures or improvements in settings which are sufficient, in MSA's reasonable judgment, to absorb and prevent vibration in or damage to the Stadium. If such placements or installations cause such vibration or damage, the ORIOLES shall, at their expense, take such steps as MSA may reasonably direct to remedy any such condition.

**Section 8.16. Environmental Hazards.**

1. **Definitions.**

(a) **Environmental Laws.** As used in this Agreement, "Environmental Laws" shall mean any currently existing or subsequently enacted federal, state or local statute, law, code, rule, regulation, ordinance, order, standard, permit, license or requirement (including consent decrees, judicial decisions, and administrative orders), and all related amendments, implementing regulations and reauthorizations, which pertain to the preservation, conservation or regulation of the environment. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the



Clean Air Act, 42 U.S.C. §§7401 et seq., and the Clean Water Act, 33 U.S.C. §§1251 et seq.

(b) Hazardous Material. As used in this Agreement, "Hazardous Material" means (i) any chemical, material, waste, pollutant, contaminant or other substance of any kind which is prohibited, restricted, or otherwise regulated in any way (whether as to use, exposure, release, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling) by the Environmental Laws, (ii) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §§2011 et seq. and any amendments to or reauthorizations for such statute; (iii) asbestos-containing materials in any form or condition; and (iv) polychlorinated biphenyls.

(c) Environmental Hazard. "Environmental Hazard" means any use, exposure, release, generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material on, within, or from the Ballpark or the Camden Yards Site.

2. MSA's Responsibilities. MSA shall be solely responsible, at its own cost and expense, for the identification, management, control, containment, abatement, clean-up, removal and prevention of any Environmental Hazard. MSA shall bear all costs and expenses associated with the identification, management, control, containment, abatement, clean-up, removal and prevention of such Environmental Hazards, which shall not constitute or be funded as Improvements for purposes of this Article VIII.

3. ORIOLES' Responsibilities. The ORIOLES shall comply with all Environmental Laws in connection with their use and occupancy of the Ballpark and the Camden Yards Site.

## ARTICLE IX

### PRIVATE SUITES

#### Section 9.01. Private Suites to be Provided at Ballpark.

1. Description of Private Suites. MSA shall provide seventy-two (72) high quality private suites on the club level of the Ballpark, each of which shall consist of both an indoor, furnished and climate-controlled private lounge as well as a separate outdoor spectator seating area that can accommodate

between eight (8) and fourteen (14) persons for the purpose of viewing events (the "Private Suites").

2. Combining Individual Private Suites. If requested by the ORIOLES in order to increase the marketability of the Licensed Suites described in Section 9.03, MSA shall combine individual Licensed Suites to create larger Suites (the costs of which shall be included in the Private Suite Costs to be paid by the ORIOLES as provided in Section 9.04). Any request by the ORIOLES to combine individual Private Suites shall be made at least one year in advance. If the ORIOLES provide MSA with less than one year's prior notice of their request, MSA shall determine in its sole discretion whether sufficient funds are available to perform the requested work.

3. MSA's Obligations Regarding Private Suites. Except as provided in Section 9.07 (regarding non-event use of the Private Suites), and except as provided in Section 9.04 (regarding the ORIOLES' payment of the amortized Private Suite Costs), MSA shall equip, furnish, Repair and Maintain all Private Suites as part of its obligation to construct, equip, furnish, Repair and Maintain the Ballpark.

4. Interior Designs for Private Suites. The ORIOLES shall plan and determine, with the prior concurrence of MSA, the interior design and interior decorations for all Private Suites (excluding the MSA Suites), in a manner that is consistent with the requirements of Article III.

#### Section 9.02. Parties' Use of Private Suites.

1. Suites Reserved for MSA's Use. The Private Suite numbered Suite #19 shall be reserved for MSA's exclusive use, without charge, and the Private Suite numbered Suite #26 shall be reserved for the exclusive use, without charge, of the Governor of the State (collectively, the "MSA Suites").

2. Suites Reserved for ORIOLES' Use. Ten (10) Private Suites, in locations on the club level determined by the ORIOLES, shall be reserved for the exclusive use, without charge, of the ORIOLES and the ORIOLES' owners, employees, guests, corporate sponsors or advertisers, "designated hitters," and broadcasters (the "ORIOLES Suites"). The ORIOLES shall be responsible for making one of such ORIOLES Suites available (if requested) for the use of the Mayor of the City of Baltimore.

Section 9.03. Private Suites to be Licensed for Public Use. All Private Suites in the Ballpark other than the MSA Suites and the ORIOLES Suites shall be marketed by the ORIOLES for public use in return for the users' payment of licensing or use fees, in amounts or at rates established by the ORIOLES (the "Licensed Suites"). The ORIOLES shall have the exclusive right to promote

and control the marketing of the Licensed Suites, and shall use their Best Efforts to market the Licensed Suites to the public, whether on a Season-long or day-of-Game basis. The ORIOLES' exclusive right to promote and market the Licensed Suites shall include the right to license third parties to use the Licensed Suites and to establish the terms and conditions under which such use shall be authorized by the ORIOLES, subject to the requirements of Section 9.06. Such rights shall include the right to make Licensed Suites available to third parties, including guests of the ORIOLES, for use during Games, in return for a per-Game license fee or on a complimentary basis as determined by the ORIOLES, if such Licensed Suites are available for such day-of-Game use because they have not been rented or licensed.

**Section 9.04. Private Suite Revenues; Amortization of Private Suite Costs.**

1. **Private Suite Revenues.** All revenues generated by the licensing or rental of the Private Suites (the "Private Suite Revenues") shall be paid to and received by the ORIOLES. The ORIOLES shall be entitled to retain all Private Suite Revenues, subject to the ORIOLES' obligation to pay Rent as provided in Section 9.05 and Article IV, and subject further to the ORIOLES' obligation under this Section 9.04 to pay to MSA from such revenues the annual amortization of the Private Suite Costs.

2. **Private Suite Costs.** As used in this Agreement, "Private Suite Costs" shall mean the \$9,129,010 incurred by MSA for designing, constructing, furnishing and equipping the Private Suites, consisting of the following:

(a) \$8,123,267 for the cost of constructing the Private Suites and for architectural, engineering and construction management services related to such construction; and

(b) \$1,005,743 for the cost of obtaining and installing all furnishings, fixtures and equipment for the Private Suites.

3. **Private Suite Maintenance Costs.** "Private Suite Maintenance Costs" shall mean the total costs incurred by MSA each year for Maintaining and Repairing the Private Suites and their equipment, furnishings and fixtures, excluding the cost of cleaning and trash removal.

4. **Amortization of Private Suite Costs; Private Suite Payment.** Except as otherwise provided in Section 9.04-4(f), the Private Suite Costs shall be amortized and paid to MSA by the ORIOLES as follows:

(a) Amortization of Private Suite Costs.

(i) The \$8,123,267 for the portion of the Private Suite Costs that consists of the cost of designing and constructing the Private Suites as described in Sections 9.04-2(a) shall be amortized on a straight-line basis over a period of 30 years, beginning April 1, 1992 through March 31, 2022. Any amounts subsequently added to the Private Suite Costs as provided in Section 9.04-4(c)(i) or (iii) for Additional Construction directly related to the Private Suites or for extraordinary Repairs to the Private Suites shall also be amortized on a straight-line basis over a 30-year period, or over the number of years remaining in the Term if the balance of the Term is less than 30 years.

(ii) The \$1,005,743 for the initial cost of furnishing and equipping the Private Suites as described in Section 9.04-2(b) shall be amortized on a straight-line basis over a period of 5 years, beginning April 1, 1992 through March 31, 1997. Any amounts subsequently added to the Private Suite Costs as provided in Section 9.04-4(c)(ii) for replacements to such fixtures, furnishings and equipment shall also be amortized on a straight-line basis over a 5-year period, or over the number of years remaining in the Term if the balance of the Term is less than 5 years.

(b) Private Suite Payment; Interest. Except as otherwise provided in Section 9.04-4(f), the ORIOLES shall pay MSA each year the sum of (i) the annual amortization for Private Suite construction costs, calculated as provided in subsection (a)(i) above; (ii) the annual amortization for the cost of Private Suite furnishings and equipment, calculated as provided in subsection (a)(ii) above; and (iii) interest from April 1, 1992 on the unpaid balance of the total Private Suite Costs, computed at the rate of 1.75 percentage points above the prime rate prevailing as of the Effective Date (collectively, as described in (i)-(iii) of this Section 9.04-4(b), the "Private Suite Payment"). The interest owed on the unpaid balance of the Private Suite Costs which shall be included in the ORIOLES' Private Suite Payment shall be adjusted every 10 years (as of the April 1 that marks the 11th year of amortization and every 10 years thereafter), to a reflect the prime rate prevailing at the time of such adjustment, as announced in the Wall Street Journal.

(c) Adjustments to Private Suite Costs and Private Suite Payment. The Private Suite Costs shall be adjusted periodically by the agreement of the parties to include, if and when incurred by MSA, (i) the cost of any Additional Construction (including Improvements) directly related to the Private Suites (including design fees and other "soft costs" directly related to such construction), (ii) the cost of replacing any fixtures, equipment or furnishings in the Private Suites, and (iii) the

cost of any extraordinary Repairs to the Private Suites which the ORIOLES request be added to the Private Suite Costs as provided in Section 9.04-5. If the Private Suite Costs are adjusted as provided in this Section 9.04-4(c), such costs shall be amortized over the appropriate period as provided in Section 9.04-4(a), and the ORIOLES' annual Private Suite Payment shall be adjusted accordingly to include the annual amortization of such additional costs.

(d) Time for Payment. The ORIOLES shall pay to MSA the Private Suite Payment due for 1992 on or before January 31, 1993. Such 1992 Private Suite Payment shall include the amortization for Private Suite Costs for the period from April 1, 1992 through December 31, 1992, and interest on the unpaid balance of Private Suite Costs, calculated as provided in Section 9.04-4(b)(iii), from April 1, 1992 through December 31, 1992. The ORIOLES shall pay MSA the Private Suite Payment due for each subsequent year by the January 31 of the immediately following year. The Private Suite Payment for each such subsequent year shall include the annual amortization due for Private Suite Costs for that year, and interest (calculated as provided in Section 9.04-4(b)(iii)) for such year on the unpaid balance of the Private Suite Costs.

(e) Early Payment Option. The ORIOLES shall have the right at any time, at their option and in their sole discretion, to pay to MSA the entire unpaid balance of Private Suite Costs and any accrued and unpaid interest. The ORIOLES shall not be required to pay any additional interest or other pre-payment penalty or premium if the ORIOLES exercise their option to pay MSA the entire unpaid balance of Private Suite Costs rather than an annual Private Suite Payment.

(f) Private Suite Shortfall. In any year in which there is a shortfall between Private Suite Revenues and the Private Suite Payment required to be made for such year under Section 9.04-4(b) (the "Private Suite Shortfall"), then the ORIOLES shall pay the following to MSA, in satisfaction of the Private Suite Payment otherwise required for such year under Section 9.04-4(b): (i) all Private Suite Revenues for such year; and (b) an additional sum consisting of the lesser of (x) the amount of the Private Suite Shortfall, or (y) the pro rata Private Suite Payment for each Private Suite, multiplied by the number of Private Suites that were leased or licensed without charge or for a nominal charge during such year (including the ORIOLES Suites and the MSA Suites).

5. Payment of Private Suite Maintenance Costs. MSA shall invoice the ORIOLES separately, by June 30 and by December 31 of each year, for the Private Suite Maintenance Costs incurred by MSA during such year. Such invoices shall be accompanied by documentation of the costs incurred by MSA. The ORIOLES shall

have the right to approve in advance any extraordinary costs incurred by MSA for Repairs to the Private Suites. In addition, the ORIOLES shall have the option to request that the cost of any extraordinary Repairs be added to the Private Suite Costs through the adjustment provided for in Section 9.04-4(c), with an appropriate adjustment in the Private Suite Payment required to be paid on such unpaid Costs under Section 9.04-4(b). MSA's semi-annual invoices for the Private Suite Maintenance Costs shall be payable by the ORIOLES within 30 days after receipt. (The ORIOLES shall be solely responsible for pursuing whatever remedies may be available to the ORIOLES from licensees of the Private Suites for the cost of any Repairs included in the Private Suite Maintenance Costs necessitated by the acts of the licensees which violate the ORIOLES' agreements with such licensees.) MSA's invoices to the ORIOLES for Private Suite Maintenance Costs shall not include any amounts expended by MSA for cleaning or trash removal in the Private Suites.

Section 9.05. Calculation of Rent. The "net Private Suite Revenues," as such phrase is defined in Section 4.03-1(d), shall be included in the Rent paid to MSA as provided in Article IV. If the ORIOLES receive in advance license or use fees from the Licensed Suites for a period in excess of one year as provided in Section 9.06-3, then ten percent (10%) of such advance Private Suite Revenues shall be included ratably in the calculation of the Rent over the same number of years as those covered by the advance license or use fee payments received by the ORIOLES, less the advance portion of Private Suite Costs payable on such Revenues as provided in Section 9.06-3 and net of the other deductions described in Section 4.03-1(d). Interest earned on any Private Suite Revenues received by the ORIOLES (including such Revenues from the advance payments of license or use fees as described in Section 9.06-3) prior to the time they are payable to MSA shall not be included for the purpose of calculating Rent and shall belong to the ORIOLES.

Section 9.06. License Agreements for Licensed Suites.

1. General Requirements. All agreements between the ORIOLES and the licensees or users of the Licensed Suites shall be in writing. Such agreements shall comply with the following requirements:

(a) Such agreements shall require such users or licensees to reimburse the ORIOLES for the cost of Repairing any damage to their Private Suites or to the furnishings, fixtures and equipment in such Private Suites, ordinary wear and tear excepted;

(b) Such agreements shall prohibit licensees from making any alterations to the interior or exterior of a Private Suite or its fixtures, furnishings or equipment without the

ORIOLES' prior written consent. The ORIOLES shall obtain MSA's written consent before authorizing such alterations.

(c) Such agreements shall require licensees to obtain general liability insurance policies naming both the ORIOLES and MSA as additional insureds, and to provide certificates evidencing such insurance to the ORIOLES. The ORIOLES shall be responsible for providing copies of such insurance certificates to MSA. Agreements executed by the ORIOLES after the Effective Date shall provide for 30-day notice to MSA as well as to the ORIOLES before such policies are cancelled. (With respect to agreements executed by the ORIOLES prior to the Effective Date, the ORIOLES shall be obligated to notify MSA immediately if the ORIOLES receive notice of a proposed cancellation of such licensees' insurance policies.)

(d) Agreements executed by the ORIOLES after the Effective Date shall provide that MSA shall not be liable for any loss, damage or injury to any person, property or the Private Suites occurring in or around the Private Suites, the Ballpark, or the Camden Yards Site unless such loss, damage or injury is caused by MSA's wrongful acts or negligence. Agreements executed by the ORIOLES after the Effective Date shall also require licensees to indemnify MSA in the same manner as such licensees are required to indemnify the ORIOLES.

(e) After the Effective Date, agreements executed by the ORIOLES shall contain provisions concerning the right of the licensees of Private Suites to use the Private Suites for purposes other than for attending Games, Baseball-Related Events, or MSA Events which are consistent with the requirements of Section 9.07.

(f) Agreements executed by the ORIOLES after the Effective Date shall contain standardized provisions concerning the matters addressed in this Section 9.06-1, which provisions shall be subject to the reasonable prior concurrence of MSA.

2. **Term of License Agreements.** The ORIOLES shall not lease or license the Licensed Suites to third parties for periods exceeding five (5) years, unless otherwise permitted by MSA.

3. **License Agreements Involving Advance Payment of License or Use Fees.** If the ORIOLES enter into any license or use agreements for any Licensed Suite for a period exceeding one year and receive in advance, in accordance with such agreements, more than one year's use or license fee for such Licensed Suites (exclusive of security and/or damage deposits), then the ORIOLES shall pay to MSA the annual Private Suite Payment for such Private Suites in advance, for the same number of years covered by the advance payment of such license or use fees, at the time that the ORIOLES pay the Private Suite Payment as provided in

Section 9.04-4(d). MSA shall apply such advance payments of Private Suite Costs to the unpaid balance of the Private Suite Costs, which shall then be appropriately adjusted to reflect such advance payments.

4. Cooperation with Lenders. The ORIOLES shall cooperate with any lender financing the Private Suites, and shall agree to reasonable amendments to this Article IX to facilitate such financing, including entering into a separate lease of the Private Suites which shall be assignable to a lender, so long as such amendments or any separate lease do not result in any material change, to the detriment of the ORIOLES, in the substance of the terms and conditions of this Agreement, including, but not limited to, the parties' respective financial obligations under this Agreement. MSA shall have the right to assign the revenues payable to it pursuant to this Article IX to third parties financing the costs of constructing the Private Suites.

Section 9.07. Non-Event Use of Licensed Suites. The provisions of this Section 9.07 shall apply only to licensees of Licensed Suites who have entered into license agreements with the ORIOLES prior to the Effective Date, except as otherwise provided in Section 9.07-1.

1. Authorization for Non-Event Use. If any licensee of a Licensed Suite, under an agreement with the ORIOLES entered into prior to the Effective Date, desires to use that Licensed Suite for purposes other than for attending Games, Baseball-Related Events or MSA Events ("non-event use"), such non-event use shall require the prior approval of the ORIOLES. The ORIOLES shall grant such approval only on a limited basis, and in compliance with the requirements of this Section 9.07. Before approving any non-event use of the Licensed Suites, the ORIOLES shall provide MSA with at least three (3) days' prior written notice of the identity of the licensee, the particular Licensed Suite involved, the dates and times proposed for such non-event use, and the purpose of such non-event use. The ORIOLES shall not authorize any non-event use of any Licensed Suite during periods that conflict with any Special Event or with MSA's ongoing schedule for the Repair and Maintenance (including cleaning) of the Private Suites or the Ballpark. In addition, any non-event use of a Licensed Suite during periods that conflict with a Catered Event shall require the prior written approval of MSA. Upon the expiration of existing license agreements, MSA shall determine, in consultation with the ORIOLES and based upon actual experience at the Ballpark with non-event use under this Section 9.07, whether to authorize the ORIOLES to continue to permit non-event use of the Private Suites by licensees (under the conditions set forth in this Section 9.07 or on other conditions agreed upon by the parties).



2. ORIOLES' Responsibilities. If the ORIOLES authorize any non-event use of a Licensed Suite, the ORIOLES shall be solely responsible for all costs in connection with: (a) opening the Licensed Suite during the requested times and closing and locking such Suite after such non-event use; (b) the supervision of such non-event use at all times, through the presence of trained ushers or other ORIOLES personnel outside the Licensed Suite to provide security; (c) arranging for the Concessionaire to provide any catered food or beverage service which may be necessary in connection with such non-event use; and (d) the cleaning and routine maintenance of such Licensed Suite and surrounding affected areas prior to and immediately after such non-event use.

3. Parking for Non-Event Users of Licensed Suites. The ORIOLES shall make the parking spaces reserved for the ORIOLES' use as provided in Section 7.05-1 available to all users of the Licensed Suites during non-event use periods, in order to ensure that such non-event use does not interfere with MSA's right to use the Parking Facilities for public parking as provided in Article VII. (If additional parking spaces are needed in order to accommodate both the ORIOLES' needs and the needs of non-event users of the Licensed Suites, the ORIOLES shall require such users to use the Parking Facilities in the manner and at the prices established by MSA for public parking. Alternatively, if MSA agrees to make additional parking spaces available to such users, the ORIOLES shall be responsible for paying to MSA the usual parking charges established by MSA for public parking in such locations.)

4. Concession Revenues. The ORIOLES shall be entitled to receive any concession revenues generated by catered or waitered food and beverage service in the Private Suites during non-event use under this Section 9.07, subject to the ORIOLES' obligation to include such revenues in the calculation of the Rent payable to MSA as provided in Article IV.

Section 9.08. Use of Suites During NFL Football Games. If MSA holds NFL football games at the Ballpark in accordance with this Agreement, MSA shall comply with the requirements of Section 5.07-6 of Article V, by providing the licensees of the Licensed Suites at least 14 days' prior written notice of the NFL game and an opportunity within such period to purchase tickets for such game. If any licensees elect not to purchase such tickets within the 14-day notice period, MSA shall so inform the ORIOLES, and the ORIOLES shall then use their Best Efforts, in consultation with both MSA and the licensees, to persuade such licensees either to purchase such tickets, or to allow MSA to make their Licensed Suite(s) available to other parties for use during attendance at such NFL games.

## ARTICLE X

### SCOREBOARDS, VIDEOBOARD AND RELATED SYSTEMS

#### Section 10.01. Systems to be Provided Within the Ballpark.

1. Ballpark Information Systems. MSA, at its cost and expense, shall provide, install, Maintain and Repair the Sony JumboTron System (or a replacement videoboard, should the Sony/MSA agreement be terminated for any reason), the scoreboards, the sound and public address systems and related systems, other than the TV production studio described in Section 10.07 (collectively, the "Ballpark Information Systems").

2. Design, Location and Configuration. The ORIOLES have concurred in the design, location, elevation and configurations for the Ballpark Information Systems installed in the Ballpark as of the Commencement Date. If any Ballpark Information Systems are replaced or relocated, the design, elevation and configurations for such Ballpark Information Systems shall be subject to the ORIOLES' concurrence as provided in Article III. The locations of such Ballpark Information Systems shall be determined by the ORIOLES with the concurrence of MSA. Such locations shall not materially impair the view of the playing field from the ORIOLES' executive offices or any other Ballpark facilities in the CSX Warehouse which are deemed important by the ORIOLES. If it becomes necessary to replace any Ballpark Information System (whether due to Physical or Functional Obsolescence), MSA's selection of any replacement or substitute Ballpark Information Systems shall be subject to the concurrence of the ORIOLES.

Section 10.02. Exterior Message Board. Subject to all applicable rules of federal, state and local jurisdictions and neighborhood considerations, MSA may determine, in its discretion, to construct or install an exterior outdoor matrix message board at or near the Camden Yards Site (the "Exterior Message Board"). If MSA constructs or installs the Exterior Message Board, it shall be equipped with fixed, illuminated advertising panels. The Exterior Message Board shall be for the use of the ORIOLES, MSA, Special Event users of the Ballpark, and the occupants or other users of the Football Stadium (or the tenants of any other sports facility constructed on the Camden Yards Site in lieu of the Football Stadium), for publicizing and announcing scheduled events and making public service announcements in accordance with Article XI of this Agreement. The fixed, illuminated advertising panels on any Exterior Message Board shall be for the sole use of the ORIOLES, in accordance with Article XI. The design, location and elevation of such Exterior Message Board shall be subject to the ORIOLES' reasonable concurrence.

**Section 10.03. Operation of Ballpark Information Systems and Exterior Message Board.** The ORIOLES' personnel, or persons subject to their control, shall operate all Ballpark Information Systems and any Exterior Message Board at all times, including during MSA Events as provided in Article V. If the Football Stadium is constructed, ORIOLES personnel shall operate any Exterior Message Board during events at the Football Stadium, in the manner provided for in Article V with respect to the ORIOLES' operation of the Ballpark Information Systems during Special Events (and subject to the ORIOLES' right to reimbursement for their costs in providing such services, as provided in Section 5.07-7 of Article V). The ORIOLES' trained personnel responsible for operating the Ballpark Information Systems shall be entitled to participate in any training sessions offered to MSA by Sony or by the other manufacturers or installers of the Ballpark Information Systems under their agreements with MSA. MSA shall provide the ORIOLES with copies of all warranties and all operational, training and maintenance manuals applicable to the Ballpark Information Systems as may be furnished to MSA by the manufacturers or installers of such Systems. The ORIOLES' trained personnel may make such modifications to the Ballpark Information Systems as the ORIOLES may deem desirable, whether through changes to the existing equipment or through the addition of ancillary equipment, so long as such modifications do not vitiate the warranties provided by the manufacturers or installers of the Ballpark Information Systems or have a material adverse effect on MSA's Maintenance obligations. (Notwithstanding the foregoing, the ORIOLES shall not make any modifications to any part of the Sony JumboTron System or the scoreboards other than the control room equipment.) If the ORIOLES desire to make the modifications permitted by this Section 10.03, they shall notify the MSA personnel trained in the Maintenance of such Systems in advance of the proposed modifications, in order to enable MSA to determine whether they would vitiate such warranties or have a material adverse effect on MSA's Maintenance obligations.

**Section 10.04. Content of Displays on Ballpark Information Systems and Exterior Message Board.** During Games and Baseball-Related Events, the ORIOLES shall determine the audio and video content and the use of the Ballpark Information Systems and Exterior Message Board, subject to the requirements of Article XI. During MSA Events, and subject to the ORIOLES' right and obligation to operate the Ballpark Information Systems and Exterior Message Board as provided in this Article X and in Article V, MSA shall have the right to determine (or to grant to Promoters the right to determine) the audio and video content and use of the Ballpark Information Systems and Exterior Message Board, in the manner provided for in Article XI.

**Section 10.05. Maintenance and Repairs.** MSA shall be responsible, at its cost and expense, for performing and paying

for the cost of Maintaining and Repairing the Ballpark Information Systems and any Exterior Message Board (including its fixed, illuminated advertising panels) in the manner provided for in Article VIII. MSA shall Maintain all Ballpark Information Systems in good operating condition and repair, comparable to the condition of such Systems at the time of their original installation at the Ballpark, ordinary wear and tear excepted. Any agreements between MSA and any contractor for the Repair and Maintenance of Ballpark Information Systems, including any extensions or renewals of such agreements, shall not be inconsistent with this Agreement, and shall expressly permit the ORIOLES to inspect all Maintenance and Repair work performed by such contractor and to notify MSA of any deficiencies in such work, before such work is approved and paid for by MSA. During the Baseball Season, MSA shall schedule all Maintenance and Repairs of the Ballpark Information Systems with the concurrence of the ORIOLES, in order to minimize any disruption in the availability or operability of such Systems during Games and Baseball-Related Events.

**Section 10.06. Camera Equipment for Sony JumboTron System.** The Sony cameras and related camera equipment obtained by the ORIOLES pursuant to the Sony/ORIOLES agreement for use in connection with the operation of the Sony JumboTron System shall be owned, Maintained and Repaired by the ORIOLES at the ORIOLES' expense. Such camera equipment shall be operated by the ORIOLES' trained personnel. If requested by MSA, the ORIOLES shall make such camera equipment and their operational personnel available for MSA Events in the manner provided for in Article V.

**Section 10.07. T.V. Production Facility.** The ORIOLES shall have the option to construct, equip and control, at the ORIOLES' expense, a television production facility in an area in the northern portion of the CSX Warehouse designated by the ORIOLES with the concurrence of MSA. If the ORIOLES exercise such option, such television production facility shall be considered part of the ORIOLES' Year-Round Premises, subject to the requirements of this Section 10.07 regarding the availability of services by third-party operators of such facility in connection with MSA Events. The ORIOLES shall be entitled to use such television production facility only for Permitted Uses. The ORIOLES shall exclusively control the use and rental of such television production facility by radio, television and other electronic media in connection with Games, Baseball-Related Events, and MSA Events. The ORIOLES shall have the right to subcontract, sublease or otherwise assign such rights to one or more third parties, who may construct, equip and/or operate the television production facility at the request and under the direction of the ORIOLES in connection with Games, Baseball-Related Events and MSA Events as described above. If the ORIOLES exercise their right to subcontract, sublease or assign to any third party or parties the right to operate the television

production facility, the ORIOLES will obtain from such third party or parties a commitment to deal equitably with MSA and Promoters regarding requests from MSA or Promoters to obtain such operators' services in connection with MSA Events, and to charge rates to MSA and Promoters for such services that are reasonably comparable to prevailing market rates. If the ORIOLES desire to use (or to authorize third parties to use) the television production facility for general commercial programming purposes going beyond the facility's use in connection with Games, Baseball-Related Events and MSA Events at the Ballpark, the ORIOLES and MSA shall enter into a separate written agreement regarding the terms and conditions for such use, including the disposition of revenues earned from such use and responsibility for the costs associated with constructing, equipping and operating the facility for such purposes.

**Section 10.08. Broadcasts of Games and Baseball-Related Events.** The ORIOLES shall have the sole and exclusive right to broadcast, and to authorize and license others to broadcast, live coverage, taped recordings or "highlights" of all Games and Baseball-Related Events. Such rights shall extend to and include all broadcasts of any portion of the Games or Baseball-Related Events on the Ballpark Information Systems, or on radio, commercial over-the-air television, cable television, pay, pay-per-view or other form of subscription television, closed-circuit television, direct satellite-to-home television transmissions, or any other similar technology for the transmission and broadcast of audio and/or visual sound or pictures. The ORIOLES shall have the right to permit the radio and television broadcasting entities who are licensed to make such broadcasts under agreements with the ORIOLES, Major League Baseball and/or visiting teams (collectively, "Broadcasting Rightsholders") to use the in-house television cabling system installed in the Ballpark by Home Team Sports Limited Partnership ("HTSLP") during Games and Baseball-Related Events, in accordance with the ORIOLES' agreements with HTSLP and HTSLP's agreement with MSA. Such rights shall also include the right to permit certain Broadcasting Rightsholders access to the Ballpark during Games and Baseball-Related Events in order to use the electronic news gathering cabling system installed in the Ballpark by such Broadcasting Rightsholders under their written agreements with MSA, for the purpose of broadcasting Games and Baseball-Related events in the manner permitted by such Rightsholders' agreements with MSA.

## ARTICLE XI

### ADVERTISING AND ANNOUNCEMENTS

Section 11.01. Definitions. As used in this Agreement, the terms listed below shall have the following meanings:

1. Ballpark Advertising Rights Areas. "Ballpark Advertising Rights Areas" shall mean the following areas: (a) within the interior of the "stadium" structure of the Ballpark; (b) the "street" side of the Sony JumboTron System; (c) along the pedestrian walkway known as Eutaw Street, up to the southernmost end of the ground floor breezeway of the CSX Warehouse; (d) the public spaces inside the northern portion of the CSX Warehouse, including the ground floor, the Sixth Floor Function Room and the Camden Club, and in the ORIOLES' Year-Round Premises (but excluding MSA's Year-Round Premises); (e) on the west exterior facade of the CSX Warehouse, up to the southernmost end of the ground floor breezeway; and (f) the fixed illuminated advertising panels of any Exterior Message Board.

2. Ballpark Advertising. "Ballpark Advertising" shall mean, collectively, (i) all advertising signage (whether permanent or non-permanent in nature) displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment in the Ballpark Advertising Rights Areas, (ii) all non-permanent "spot" advertising displayed on the Ballpark Information Systems; and (iii) all advertising signage displayed on the fixed, illuminated advertising panels of the Exterior Message Board.

3. Promotions. "Promotions" shall mean, collectively, all advertising and promotional activities other than the display of Ballpark Advertising, including, without limitation, sponsor advertising on "giveaway" merchandise, advertising displayed on items worn or carried by the ORIOLES' or the Concessionaire's personnel, promotional events sponsored by the ORIOLES' advertisers (whether held within or outside the Ballpark), and logo or other forms of advertising affixed to or included with cups, hats, T-shirts, other concession or promotional items, game programs, pocket schedules, table tents, yearbooks and other publications, and all logo advertising in conjunction with the advertising of sponsors' products on point-of-sale materials distributed by such sponsors.

Section 11.02. ORIOLES' Rights Regarding Advertising and Promotions. Subject to MSA's rights under this Article XI, the ORIOLES shall have the following rights:

1. Ballpark Advertising - Generally. Subject to the requirements of this Section 11.02, the ORIOLES shall have the

exclusive right during the Term to control, conduct, lease, sell and enter into agreements regarding all Ballpark Advertising displayed in the Ballpark Advertising Rights Areas. Except as otherwise specifically provided in Section 5.05-7 (Title Sponsorships) and Section 11.03, MSA shall have no right to construct, erect, sell, lease, conduct, display or permit any Ballpark Advertising in the Ballpark Advertising Rights Areas or to obstruct advertising displays erected by the ORIOLES in accordance with this Agreement (except to the extent such obstructions are expressly permitted by Section 5.05-3 of Article V). Subject to Section 11.02-6, the ORIOLES shall have the right to determine the form, size, location, content, design and all other characteristics of all Ballpark Advertising which the ORIOLES are entitled to display under this Article XI in the Ballpark Advertising Rights Areas.

2. Advertising Outside Ballpark Advertising Rights Areas. The ORIOLES shall not display or permit the display of any advertising outside the Ballpark Advertising Rights Areas without the prior concurrence of MSA (which may be granted or withheld in MSA's sole discretion).

3. Promotions. During Games and Baseball-Related Events, the ORIOLES shall have the exclusive right to conduct, or permit others to conduct, any and all Promotions within the Ballpark which the ORIOLES deem appropriate in their sole discretion. The ORIOLES shall also have the right at any time to conduct, or authorize others to conduct all logo advertising and other Promotions outside the Ballpark which the ORIOLES deem appropriate in their sole discretion.

4. Erection of Additional Advertising Panels Within the Ballpark Advertising Rights Areas. The ORIOLES shall have the right to construct, erect and install at their own expense, additional panels or signs (whether permanent or non-permanent in nature) for the display of Ballpark Advertising within the Ballpark Advertising Rights Areas (or in any other areas where the ORIOLES are authorized by MSA to display Ballpark Advertising as provided in Section 11.02-2). Notwithstanding the foregoing, the ORIOLES shall obtain MSA's prior concurrence before erecting any permanent advertising panels or signs in any such areas (other than the permanent signs to be erected on the Ballpark's outfield walls). The ORIOLES shall have exclusive rights with respect to the conduct and sale of all Ballpark Advertising on any additional signs erected by the ORIOLES in accordance with this Section 11.02.

5. Ballpark Advertising Revenues; Revenues from Promotions. The ORIOLES' rights regarding Ballpark Advertising and Promotions as set forth in this Section 11.02 shall include the right to receive and retain all revenues from such Ballpark

Advertising and Promotions, subject to the ORIOLES' obligation to pay Rent as required by Article IV.

6. Advertising and Announcements During Special Events. During Special Events, the ORIOLES shall have the right, without charge, to make or display announcements on the Ballpark Information Systems of: (i) Games; and (ii) Baseball-Related Events which do not conflict with events scheduled for the Football Stadium or other sports facility constructed on the Camden Yards Site. MSA shall have the right to limit the number and duration (both individually and cumulatively) of such announcements. The ORIOLES shall also have the right to display Ballpark Advertising during Special Events in accordance with the ORIOLES' advertising and sponsorship arrangements and this Section 11.02-6. During a Special Event that is named after the title sponsor of the event, the ORIOLES shall not display any spot advertising on the Sony JumboTron System (or on any replacement video board) or on the Exterior Message Board that includes the name of a competitor of the title sponsor of that Special Event.

7. ORIOLES' Advertising Agreements; Recordkeeping. All advertising contracts or arrangements made by the ORIOLES with any third party shall be consistent with the requirements of this Agreement, and shall prohibit the display of any Ballpark Advertising that it is bad taste or which violates applicable statutes, laws, ordinances or regulations. Upon request, MSA shall be entitled to inspect the ORIOLES' advertising agreements with third parties. The ORIOLES shall maintain accurate records, whether through their contracts with advertisers or sponsors or other reasonably contemporaneous documentation as determined by the ORIOLES, of the revenues earned from the sale or licensing of Ballpark Advertising, and of the revenues earned from the licensing or conduct of Promotions, for the purpose of ensuring an accurate calculation of the Ballpark Advertising revenues to be included in the ORIOLES' calculation of the Rent as required by Section 4.03 of Article IV. All allocations of revenue between Ballpark Advertising and Promotions shall be made by the ORIOLES in accordance with the standards and practices of Major League Baseball.

**Section 11.03. MSA's Rights.**

1. Maryland State Lottery. One permanent advertising panel within the Ballpark, in a location selected by the ORIOLES and reasonably satisfactory to the Maryland State Lottery, shall be made available without charge by the ORIOLES for advertising the Maryland lottery, so long as such lottery advertisements are not generally prohibited by the American League or Major League Baseball. If the American League or Major League Baseball should adopt a general prohibition against the display of such lottery advertisements in Major League Baseball facilities, then the



permanent advertising panel to be reserved for advertising the Maryland State Lottery shall be used by the ORIOLES for other Ballpark Advertising in accordance with Section 11.02-1.

2. Announcements During Games and Baseball-Related Events. During Games and Baseball-Related Events which are open to the public and use the playing field and stands, MSA shall be entitled to have public service announcements and spot announcements of upcoming events at publicly owned facilities in the State of Maryland, including at the Camden Yards Site, made or displayed on the Ballpark Information Systems and on the matrix facilities of the Exterior Message Board. Such announcements shall be made or displayed by the ORIOLES personnel responsible for operating the Ballpark Information Systems and the Exterior Message Board. The ORIOLES shall have the right to limit the number and duration of all such event and public service announcements, both individually and cumulatively. Notwithstanding the foregoing, during Games and Baseball-Related Events which are open to the public and use the playing field and stands, MSA shall not be entitled to have announcements made or displayed of (i) any event that is scheduled for the same time as a Game, or (ii) the title of an event that includes the name of a title sponsor who is a competitor of one of the ORIOLES' advertisers or sponsors.

3. Announcements During Special Events. During Special Events, MSA shall be entitled to cause the ORIOLES personnel operating the Ballpark Information Systems and Exterior Message Board to make or display announcements or spot advertisements on such Systems and on the matrix facilities of the Exterior Message Board, so long as such announcements or advertisements do not conflict with or violate any advertising contract or sponsorship arrangement made by the ORIOLES in accordance with this Agreement. Notwithstanding the foregoing, during any Special Event, MSA shall be entitled to cause an announcement or display of the title of any Special Event, even if such title includes the name of a title sponsor who is a competitor of an ORIOLES advertiser or sponsor.

4. Exterior Message Board. MSA shall have the right to use the matrix facilities of the Exterior Message Board (other than its fixed illuminated advertising panels, which shall be reserved solely for the ORIOLES' use in accordance with Section 11.02-1) for public service announcements and to announce or advertise upcoming events at publicly owned facilities in the State of Maryland, including events at the Camden Yards Site. In announcing or advertising such events, MSA shall give priority to events at the Camden Yards Site over events at other publicly owned facilities. In addition, unless otherwise agreed in advance by the ORIOLES, during Games and Baseball-Related Events which are open to the public and use the playing field or stands, MSA shall not announce or advertise any upcoming event at a

public facility other than the Camden Yards Site if the scheduled time for that event conflicts with a Game.

5. Operation of Ballpark Systems and Exterior Message Board. Whenever the Ballpark Information Systems or Exterior Message Board are used for announcements or advertisements as provided in this Section 11.03, all such facilities shall be physically controlled and operated only by ORIOLES' personnel or by persons subject to the ORIOLES' control in accordance with Section 10.03 and Article V.

6. Advertising Within and Outside Ballpark Advertising Rights Areas. During the Term, MSA shall not conduct or display, or authorize any Promoter, NFL team, tenant of any sports complex or facility constructed on the Camden Yards Site, or other third party to conduct or display, any advertising within the Ballpark Advertising Rights Areas, or in any other area of the Camden Yards Site located to the north of Interstate 395/Martin Luther King, Jr. Boulevard. In all areas of the Camden Yards Site south of Interstate 395/Martin Luther King, Jr. Boulevard, MSA shall have the sole and exclusive right to control the conduct, sale and display of advertising.

Section 11.04. Use of Exterior Message Board By Users of Camden Yards Site. If the Football Stadium is constructed and is used by an NFL football team, or if another sports facility is constructed on the Camden Yards Site, the ORIOLES, at the request of MSA, will enter into a written understanding with MSA, the football team and other users of the Football Stadium or other sports facility, providing for the concurrent, cooperative use of the matrix facilities of any Exterior Message Board, subject to the provisions of Section 10.03 and this Article XI. If the ORIOLES are unable to agree upon such concurrent use with such football team or other users of the Football Stadium or other sports facility, MSA shall determine how to allocate the Exterior Message Board's matrix facilities fairly and equitably among all such parties, subject to the requirements of Section 10.03 and the ORIOLES' rights under Section 11.02-1 regarding the fixed advertising panels of the Exterior Message Board.

Section 11.05. Maintenance and Repair of Advertising Panels. MSA shall be responsible, at its own expense, for Maintaining and Repairing: (a) all fixed advertising panels installed within the Ballpark (including those for which the ORIOLES contributed toward the cost of initial construction); (b) all additional fixed advertising panels installed by the ORIOLES in accordance with Section 11.02 (whether located within or outside the Ballpark Advertising Rights Areas); and (c) the fixed illuminated panels of any Exterior Message Board. Such Maintenance and Repair Obligations shall extend to the structures, illumination systems, electrical wiring and cabling, and electrical power for all fixed advertising panels described

in this Section 11.05. All such Maintenance and Repairs shall be performed by MSA in accordance with Article VIII. The ORIOLES shall be responsible for installing and Maintaining all advertising copy and artwork displayed on all advertising panels described in this Section 11.05.

## ARTICLE XII

### BALLPARK SECURITY

#### Section 12.01 Event Security.

1. Provision of Event Security. During all Games and, if requested in advance by the ORIOLES, during all Baseball-Related Events which are open to the public and use the playing field and stands, MSA shall provide for uniformed Baltimore City police, trained fire protection and ambulance personnel having emergency medical services certification, and emergency ambulance service, to assist in maintaining good order within the Ballpark and on the Camden Yards Site at such Games and Events and to provide for emergencies affecting the public's health or safety. The ORIOLES shall actively participate in and assist MSA with its arrangements with the City concerning the provision of uniformed Baltimore City police during Games and Baseball-Related Events. MSA shall provide security for the Parking Facilities as provided in Section 7.05-13, including traffic control within the Parking Facilities (with the expenses of such traffic control being allocated to Baseball Parking Revenues in the manner provided for in Article VII and Schedule C to the Parking Management Agreement). MSA shall be solely responsible, at its own expense, for providing all security personnel and emergency ambulance service needed for MSA Events.

2. Plans for Event Security. MSA and the ORIOLES shall jointly determine the number of police officers to be provided and their deployment within the Ballpark, and all financial terms concerning the amounts to be paid for such police security. Any determination to provide security during Games and Baseball-Related Events through the services of security personnel other than uniformed Baltimore City police shall be subject to the ORIOLES' concurrence (which may be granted or withheld in the ORIOLES' sole discretion for so long as uniformed Baltimore City police are available to provide such security). MSA's arrangements for emergency fire and medical service shall be developed by MSA with reasonable input from the ORIOLES in accordance with the procedure described in Section 8.09 of Article VIII. MSA and the ORIOLES shall cooperate with and assist each other in arrangements with the City concerning

emergency fire and ambulance protection and the uniformed City police who provide traffic control on the public streets leading into the Camden Yards Site during such Games and Baseball-Related Events, in order to provide adequate emergency fire and medical protection at the Ballpark and efficient traffic control on the roads leading into and out of the Camden Yards Site.

3. ORIOLES' Contribution Toward Cost of Baltimore City Police Security. The costs incurred each year for providing uniformed Baltimore City police (or, if approved by the ORIOLES as provided in Section 12.01-2, for providing other police security) within the Ballpark during Games (and, if requested by the ORIOLES, during Baseball-Related Events) shall be shared equally by MSA and the ORIOLES. MSA shall pay the City for such costs, and the ORIOLES shall reimburse MSA for the ORIOLES' one-half share of such costs. The ORIOLES shall reimburse MSA for the ORIOLES' one-half share of such costs for 1992 by January 31, 1993. The ORIOLES shall reimburse their one-half share of such costs for each subsequent year according to the same schedule established for MSA's payments to the City for such police security (or, if other security in lieu of Baltimore City police is approved by the ORIOLES pursuant to Section 12.01-2, in accordance with such other schedule as may be established for MSA's payments for such other security).

Section 12.02. Year-Round Security.

1. Security for Ballpark. MSA, at its expense, shall provide sufficient security guards and night watchmen and make other security arrangements as may be reasonably necessary in order to provide adequate year-round security and protection, 24 hours per day, for the Ballpark and all of its facilities. MSA shall develop plans for such security in accordance with the procedure described in Section 8.09. Such plans may include arrangements with a third party selected by MSA (with reasonable input from the ORIOLES) to provide security guards and night watchpersons and related security services (the "Security Contractor").

2. ORIOLES' Year-Round Premises. MSA's general obligation to provide adequate security and protection for the Ballpark shall include arrangements for year-round, 24-hours-per-day security for the ORIOLES' Year-Round Premises. MSA's security arrangements for the ORIOLES' Year-Round Premises shall be developed with reasonable input from the ORIOLES. Such arrangements shall consist of properly functioning electronic security and alarm systems and/or the services of a Security Contractor, as determined by MSA.

Section 12.03. Agreements With Security Contractor. Any agreement between MSA and a Security Contractor to provide security services in the ORIOLES' Year-Round Premises or within

the Parking Facilities during Games or Baseball-Related Events ("Security Agreement") shall comply with the requirements of this Section 12.03.

1. Indemnification. The ORIOLES shall have no responsibility or liability whatsoever to MSA or to any other party for any actions or omissions of the Security Contractor during Games or Baseball-Related Events or in connection with the Security Contractor's performance of its general duties under the Security Agreement to provide security for the Ballpark and/or the ORIOLES' Year-Round Premises. MSA shall cause the Security Contractor to agree in writing to indemnify and hold the ORIOLES and their officers, directors, shareholders, agents and employees harmless from and against all costs, liabilities, damages or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and expenses) which the ORIOLES may incur as a result of the Security Contractor's negligence or the Security Contractor's breach of its obligations under the Security Agreement.

2. Insurance. MSA shall require the Security Contractor to obtain sufficient liability insurance, including sufficient insurance covering the Security Contractor's indemnification of the ORIOLES. The form and amount of such liability insurance shall be subject to the ORIOLES' reasonable concurrence. Such insurance shall specifically name the ORIOLES as an additional insured, and shall provide that the policy may not be cancelled or reduced by the insurance carrier without giving 20 days' prior written notice to the ORIOLES. In addition, MSA shall require the Security Contractor to provide workers' compensation coverage for all employees of the Security Contractor who provide security services in the Ballpark, the Parking Facilities and/or the ORIOLES' Year-Round Premises.

3. Personnel. The Security Agreement shall provide that during Games and Baseball-Related Events which are open to the public and use the playing field and stands, the ORIOLES shall have the right to require the removal from the Ballpark or the Parking Facilities any employee of the Security Contractor if, in the ORIOLES' reasonable judgment, such employee is discourteous to patrons or disrupts the smooth operation of, or patron satisfaction with, the Ballpark or Parking Facilities during such Games or Events (so long as such removal is not in violation of any laws). During such Games or Events, such removal shall be handled by MSA, unless the ORIOLES are unable to contact MSA personnel and reasonably determine that the situation presents an emergency. The ORIOLES shall have the right at any time to require MSA to remove from the ORIOLES Year-Round Premises any employee of the Security Contractor who is failing, in the ORIOLES' reasonable judgment, to discharge his or her duties in accordance with the written standards of performance in the Security Agreement.

4. Enforcement. MSA acknowledges that the ORIOLES have a material interest in the Security Contractor's performance of all of its obligations under the Security Agreement, and that the ORIOLES do not have any right to enforce such obligations (other than indemnification) except through MSA. Accordingly, upon the ORIOLES' request, MSA shall take such action as may be necessary, in MSA's reasonable judgment, to cause the Security Contractor to comply with all of its obligations under the Security Agreement, including without limitation, the standards of performance governing security services and the insurance and indemnifications to be provided by the Security Contractor. If the ORIOLES believe that the Security Contractor has failed to comply with its obligations, the ORIOLES shall notify MSA in writing, and the parties shall then meet promptly with each other and with the Security Contractor and attempt in good faith to resolve the matter. If disputes arise between the ORIOLES and MSA regarding MSA's compliance with the requirements of this Section 12.03-4 which cannot be resolved informally between MSA and the ORIOLES, such disputes shall be submitted for arbitration in accordance with Article XVI of this Agreement.

### ARTICLE XIII

#### INSURANCE

Section 13.01 MSA's Insurance. MSA shall maintain in force, at its expense, the types and amounts of insurance described in this Section 13.01. MSA shall obtain such insurance either through the self-insurance provided through the State Insurance Trust Fund, through insurance purchased by MSA from commercial insurance carriers, or through a combination of both, as determined by the Director of Insurance, State Treasurer's Office ("State Insurance Director"). The limits of liability and deductible limits set forth in this Section 13.01 for particular types of insurance shall be construed as aggregate limits of liability and deductible limits under MSA's total insurance coverage for the particular risk in question.

1. Property Insurance. MSA shall have in force insurance and/or self-insurance against damage or destruction to the Ballpark, any components of the Ballpark (excluding the property of the ORIOLES) or the Parking Facilities, providing so-called "all risk" peril coverage, including coverage against flood, sewer backup and earthquake coverage, in the amount of 100% of full replacement costs.

2. Boiler and Machinery Insurance. MSA shall have in force boiler and machinery insurance, on a repair and replacement

cost basis, in an amount of not less than \$10,000,000 per occurrence; and

3. Worker's Compensation Insurance. MSA shall have in force statutory worker's compensation coverage and employer's liability coverage for all MSA employees, in such amounts and with such deductible limits as MSA may deem appropriate.

Section 13.02. ORIOLES' Insurance. The ORIOLES shall maintain in force, at their expense, the insurance described in this Section 13.02.

1. Property Insurance. The ORIOLES shall maintain in force insurance against damage or destruction to the ORIOLES' equipment and other personal property as well as any alterations to the ORIOLES' Year-Round Premises in which title is held by the ORIOLES as provided in Section 8.13. Such insurance shall provide "all risk" peril coverage, in the amount of 100% of replacement cost, subject to deductible limits not to exceed \$10,000. Such insurance shall have an agreed amount endorsement if available.

2. Worker's Compensation Insurance. The ORIOLES shall maintain in force statutory worker's compensation coverage and employer's liability coverage for all ORIOLES' employees, in such amounts and such deductible limits as the ORIOLES deem appropriate.

3. Automobile Liability Coverage. The ORIOLES shall maintain in force automobile liability coverage for death, bodily injury, and property damage, with a combined single limit per occurrence of \$1,000,000, covering all owned, leased, and hired vehicles by the ORIOLES;

4. Employee Dishonesty Coverage. The ORIOLES shall maintain in force employee dishonesty coverage for all ORIOLES employees in such reasonable amounts as determined by the ORIOLES;

5. General Liability Insurance. The ORIOLES shall maintain in force "occurrence type" general liability insurance against death, bodily injury and property damage arising from occurrences in and about the Ballpark during Games, Baseball-Related Events and in connection with the ORIOLES' Day-to-Day Business Operations. Such insurance shall include product liability and completed operations coverage, and shall include coverage as provided in the so-called "broad form general liability endorsement." Such coverage shall be for amounts determined by the ORIOLES in consultation with their insurers. Such amounts shall be consistent with the amounts of such insurance customarily maintained by other Major League Baseball clubs.

6. **Umbrella Liability Coverage.** The ORIOLES shall maintain in force umbrella liability coverage in an amount per occurrence to be determined by the ORIOLES in consultation with their insurers. Such amounts shall be consistent with the amounts of umbrella liability insurance coverage customarily maintained by other Major League Baseball clubs.

7. **Air Travel Casualty Insurance.** The ORIOLES shall maintain in force air travel casualty insurance covering members of the Baltimore Orioles baseball team, providing catastrophic coverage for a single airplane accident in which 6 or more players otherwise able and eligible to play in Games are killed or permanently disabled while flying in the course of their employment with the ORIOLES. The amounts of such coverage shall be determined by the ORIOLES, but shall be comparable to the amounts of such coverage obtained by other Major League Baseball franchises. Notwithstanding the foregoing, so long as the rules and agreements of Major League Baseball provide for the replacement of players killed or disabled in an air-travel casualty by requiring other Major League Baseball franchises to provide substitute players sufficient in number and caliber to permit the Baltimore Orioles to remain competitive with other Major League teams, the existence of such Major League Baseball rules and agreements shall be deemed to satisfy the ORIOLES' obligations under this Section 13.02-7.

Section 13.03 **Parties' Insurance Policies.** All policies of insurance required to be obtained by the ORIOLES under Section 13.02 shall be written by carriers authorized and qualified to do business in the State of Maryland and which possess a B+ or better policyholders rating and a minimum Class VIII financial size category, as listed at the time of issuance by A.M. Best Insurance Reports (such classifications to be adjusted if and to the extent that A.M. Best Insurance Reports adjusts its rating categories). Notwithstanding the foregoing, the ORIOLES may obtain all or any part of such insurance from a carrier with a lower policyholders rating or a smaller financial size category with the concurrence of MSA. All insurance obtained by MSA under Section 13.01 through commercial insurance carriers shall comply with the requirements of this Section 13.03, unless the Treasurer of the State or the State Insurance Director imposes different requirements. Neither party shall be required to name the other party as an insured or an additional insured on any of the policies obtained by that party as required by this Article XIII.

Section 13.04 **Certificates.** Upon request, the party required to provide insurance under this Article XIII shall furnish to the other party a certificate evidencing the required insurance coverage. As soon as available, the parties shall provide each other with copies of all insurance policies required by this Agreement, and evidence of the timely renewals of all such policies.



Section 13.05. MSA's Third-Party Service Contracts. MSA shall use its Best Efforts to include (and shall allow the ORIOLES to participate directly in negotiations regarding) the following provisions in agreements executed by MSA after the Effective Date with the Parking Operator, the Cleaning Contractor, the Security Contractor, the Promoters of Special Events, and any material third-party agreements regarding Additional Construction, or the Maintenance, Repair, or Improvement of the Ballpark:

(a) provisions reasonably acceptable to the ORIOLES which require such parties to indemnify the ORIOLES for any type of liability whatsoever arising out of that party's negligence, intentional misconduct and breach of contract; and

(b) provisions which require such parties to have in force liability insurance covering their indemnification obligations to the ORIOLES, under policies which expressly name the ORIOLES as an additional insured and are endorsed to require that the ORIOLES be provided with at least 30 days' prior written notice before such insurance policies are cancelled by the insurers.

#### ARTICLE XIV

#### INDEMNIFICATION

Section 14.01. Definitions. As used in this Article XIV, the terms listed below shall have the following meanings:

1. Claim. "Claim" shall mean, collectively, any claim, demand, suit, proceeding (judicial or otherwise) or judgment, for or in connection with which MSA or the ORIOLES is entitled to indemnification as provided in this Article XIV.

2. Indemnifying Party. "Indemnifying Party" shall mean the party who is required to provide indemnification as provided in this Article XIV.

3. Indemnified Party. "Indemnified Party" shall mean the party who is entitled to be indemnified as provided in this Article XIV.

Section 14.02. MSA's Indemnification. MSA shall indemnify, defend and hold harmless the ORIOLES, their officers, shareholders, members, employees and agents from and against all loss, cost, damage and expense (including reasonable attorneys'

fees and disbursements) imposed upon or incurred by the ORIOLES in connection with all Claims arising out of or relating to:

(a) MSA's material breach of any of its obligations under this Agreement; and

(b) the presence or existence of any Environmental Hazard on the Camden Yards Site, if and to the extent that such Claim is not subject to the Maryland Tort Claims Act.

**Section 14.03. ORIOLES' Indemnification.** The ORIOLES shall indemnify, defend, and hold MSA and MSA's Agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by MSA in connection with all Claims arising out of or relating to:

(a) the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of MSA) arising out of or occurring during Games, Baseball-Related Events, or the ORIOLES' occupancy or use of the Ballpark or the Parking Facilities, excluding deaths, injuries, and property loss or damage which arise out of or are related to (i) the wrongful or negligent acts or omissions of MSA, MSA's Agents, or MSA's contractors or subcontractors; or (ii) the wrongful or negligent acts or omissions of the Concessionaire or its employees or agents; or

(b) the ORIOLES' material breach of any of their obligations under this Agreement.

**Section 14.04. Procedure Regarding Indemnification.**

1. **Notice of Claims.** The Indemnified Party shall provide the Indemnifying Party with written notice whenever the Indemnified Party receives notice of a Claim. Such written notice shall be furnished to the Indemnifying Party not later than 20 days after the Indemnified Party receives notice of the Claim or is served with process in connection with the Claim. (In the case of service of process of a Claim, the Indemnified Party shall provide its written notice to the Indemnifying Party within such shorter time as may be necessary to give the Indemnifying Party a reasonable opportunity to respond to such service.) The Indemnified Party's written notice to the Indemnified Party of any Claim shall include a statement of such information pertaining to the Claim then in the possession of the Indemnified Party. Any failure or delay of the Indemnified Party to notify the Indemnifying Party as required by this Section 14.04-1 shall not relieve the Indemnifying Party of its obligation to provide indemnification, unless and to the extent that such failure or delay materially and adversely affects the

Indemnifying Party's ability to defend against, settle, or satisfy the Claim.

**2. Defense of Claims; Notice of Intent to Defend.**

After receiving notice of a Claim, the Indemnifying Party shall defend the Claim at its own expense, through attorneys, accountants, and others selected by the Indemnifying Party with the reasonable concurrence of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party in writing of its intent to contest or defend the Claim. Such notice shall be provided not later than 20 days after the Indemnifying Party receives notice of the Claim from the Indemnified Party as provided in Section 14.04-1. If the Indemnifying Party fails to provide the Indemnified Party with written notice of its intention to defend the Claim as required by this Section 14.04-2, the Indemnified Party shall have the right: (a) to authorize attorneys satisfactory to it to represent it in connection the Claim; and/or (b) to defend, settle or compromise the Claim. If the Indemnified Party exercises either or both of its rights under this Section 14.04-2, it shall be indemnified by the Indemnifying Party as required by this Article XIV, to the same extent as if the Indemnifying Party had defended or settled the Claim.

**3. Cooperation with Defense.** If and so long as the Indemnifying Party is actively contesting or defending a Claim in accordance with this Article XIV, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall join in making any appropriate counterclaim or cross-claim in connection with the Claim, and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at the sole cost and expense of the Indemnifying Party.

**4. Settlement of Claims by Indemnified Party.** The Indemnified Party shall have the right at any time to settle, compromise or pay any Claim with or without the consent of the Indemnifying Party, but (a) taking such action without the Indemnifying Party's consent shall be deemed a waiver and nullification by the Indemnified Party of all indemnification obligations that the Indemnifying Party would otherwise have with respect to the Claim under this Article XIV; and (b) such settlement or compromise shall not cause the Indemnifying Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwise adversely affect the rights of the Indemnifying Party.

**5. Settlement of Claims by Indemnifying Party.** Any Claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's consent, so long as: (a) the Indemnifying Party gives the Indemnified Party reasonable prior

written notice of its intention to settle or compromise the Claim; and (b) such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwise adversely affect the rights of the Indemnified Party.

6. Claims Involving Matters Not Subject to Indemnification. If a Claim involves matters partly within and partly outside the scope of the Indemnifying Party's obligation to indemnify as provided in this Article XIV, the attorneys' fees, costs, and expenses of contesting or defending such a Claim shall be allocated equitably between the Indemnified Party and the Indemnifying Party, in a manner agreed upon in writing by the parties. If the parties cannot agree on such allocation, the dispute shall be submitted to arbitration pursuant to Article XVI.

## ARTICLE XV

### DEFAULT; REMEDIES

Section 15.01. Definitions. As used in this Article XV, the terms listed below shall have the following meanings:

1. Defaulting Party. "Defaulting Party" shall mean the party who is in Default or alleged to be in Default as provided in this Article XV.

2. Non-Defaulting Party. "Non-Defaulting Party" shall mean the party who alleges that the other party is in Default.

3. "Failure". The terms "fail" and "failure" shall mean actual failures as well as alleged failures, whether disputed or undisputed by the parties.

Section 15.02. ORIOLES' Default. The ORIOLES shall be in "Default" under this Agreement upon the occurrence of any of the events described in this Section 15.02.

1. Defaults For Which No Cure Opportunity is Required. The ORIOLES shall be in Default if the ORIOLES:

(a) fail to comply with any of their obligations under Section 2.03 (Term of Lease), Section 5.02 (All Home Games at Ballpark), Article XX (No Relocation), or Section 21.01 (Assignment) of this Agreement;

(b) fail to comply in any material respect with the requirements of Article XIII (Insurance); or

(c) admit in writing their inability to pay their debts as they mature, apply for or consent to the appointment of a trustee or receiver for the ORIOLES or for the major part of the ORIOLES' property, or institute any bankruptcy, reorganization, receivership, insolvency or liquidation proceedings or any other proceedings for similar relief under any federal or state bankruptcy law.

If the ORIOLES are in Default under this Section 15.02-1, MSA shall not be required to give the ORIOLES any opportunity to cure such Default before pursuing its remedies under Section 15.05.

2. Failure to Make Payments to MSA. If the ORIOLES fail to pay any Rent, Private Suite Payment, or any other payment due to MSA in the amount and in the manner required by this Agreement, the ORIOLES shall be in Default unless the ORIOLES cure such failure within 30 days after the ORIOLES' receipt of written notice of such failure from MSA.

3. Levies or Attachments. If any party levies or otherwise executes upon the stock or franchise rights of the ORIOLES, or if an attachment of such assets occurs by process of law, the ORIOLES shall be in Default, unless such levy, execution or attachment is released, discharged, bonded against, or contested in accordance with applicable statutory requirements within 60 days from the date of such levy, execution or attachment.

4. Assignment for Benefit of Creditors. If any proceedings are instituted against the ORIOLES seeking the appointment of a trustee or receiver for the ORIOLES or for the major part of the ORIOLES' property, the ORIOLES shall be in Default under this Agreement, unless such assignment or appointment is discharged or revoked within 90 days after its occurrence.

5. Bankruptcy or Insolvency. If any bankruptcy, reorganization, receivership, insolvency or liquidation proceedings, or any other proceedings for similar relief under any federal or state bankruptcy law, are instituted against the ORIOLES, the ORIOLES shall be in Default unless such proceedings are dismissed within 90 days after they are filed.

6. Failure to Comply with Other Obligations. If the ORIOLES fail to comply in any material respect with any of their other obligations in this Agreement which are not otherwise enumerated in this Section 15.02, such failure shall be a Default unless it is cured to MSA's reasonable satisfaction within 45 days after the ORIOLES receive written notice from MSA of such

failure. If the failure cannot reasonably be cured within such 45-day period, the ORIOLES shall not be deemed in Default so long as the ORIOLES commence a cure within 15 days after receiving MSA's written notice, and then proceed diligently and in a reasonable manner to complete such cure to MSA's reasonable satisfaction.

Section 15.03. MSA Default. The occurrence of any one or more of the following events shall constitute a "Default" by MSA under this Agreement:

1. Defaults for Which No Cure Opportunity is Required. MSA shall be in Default if MSA fails to comply in any material respect with its obligations under the following provisions of this Agreement: (a) Section 1.04-1(i) or (iii) (certain Restrictions on Third-Party Rights); (b) Section 3.04 (NFL Modifications); (c) Section 5.05-3 (Obstruction of Ballpark Signs); or (d) the first sentence of Section 5.05-11 (Use of Playing Field). The ORIOLES shall not be required to give MSA any opportunity to cure a Default under this Section 15.03-1 before pursuing its remedies under Section 15.05.

2. Failure to Comply with Certain Obligations. If MSA fails to comply in any material respect with (a) its Repair and Maintenance Obligations under Article VIII of this Agreement, or (b) its obligations under Section 1.04-1(ii) (changes to Aesthetics within Ballpark Preservation Zone), MSA shall be in Default unless such failure is cured to the ORIOLES' reasonable satisfaction within 20 days after MSA receives written notice of such failure from the ORIOLES. If the failure cannot reasonably be cured within such 20-day period, MSA shall not be deemed in Default so long as MSA commences a cure within 5 days after receiving the ORIOLES' written notice, and then proceeds diligently and in a reasonable manner to complete such cure to the ORIOLES' reasonable satisfaction.

3. Failure to Comply with Other Obligations. If MSA fails to comply in any material respect with any of its other obligations in this Agreement which are not otherwise enumerated in this Section 15.03, MSA shall be in Default, unless MSA cures such failure to the ORIOLES' reasonable satisfaction within 45 days after MSA receives written notice from the ORIOLES of such failure. If the failure cannot reasonably be cured within such 45-day period, MSA shall not be deemed in Default so long as MSA commences a cure within 15 days after receipt of the ORIOLES' notice, and then proceeds diligently and in a reasonable manner to complete such cure to the ORIOLES' reasonable satisfaction.

**Section 15.04. Notices; Disputed Defaults; Immediate Relief for Certain Defaults.**

1. **Notices.** If a party believes in good faith that the other party has breached any of its material obligations under this Agreement, is in Default as provided in Sections 15.02 or 15.03, or has failed to cure a previously noticed Default, the Non-Defaulting Party shall promptly notify the Defaulting Party in writing of the nature of the breach, Default or failure to cure. Notwithstanding the foregoing, MSA shall have no obligation to furnish the ORIOLES with notice of a Default if the Default in question is the ORIOLES' violation of Section 5.02 (All Home Games at Ballpark) or Article XX (No Relocation).

2. **Immediate Relief for Certain Defaults.** If a notice issued under Section 15.04-1 specifies one of the Defaults identified in Sections 15.02-1 or 15.03-1, the Non-Defaulting Party shall have the right to seek relief for such Default (from a court of competent jurisdiction if the matter concerns a Non-Arbitrable Dispute under Section 16.01-1, or through arbitration as provided in Article XVI if the matter concerns an Arbitrable Dispute under Section 16.01-2) immediately after providing the Defaulting Party with the notice required by Section 15.04-1. In such circumstances, the Defaulting Party shall not be entitled to any cure period, and shall not be entitled to the 10-day dispute period described in Section 15.04-3, without the written consent of the Non-Defaulting Party. Nothing in this Section 15.04-2 shall be deemed to impose any obligation on MSA to issue a notice to the ORIOLES under Section 15.04-1 if the Default in question is the ORIOLES' failure to comply with their obligations under Section 5.02 (All Home Games at Ballpark) or Article XX (No Relocation).

3. **Disputed Defaults.** Except as otherwise provided in Section 15.04-2, whenever a notice asserting a breach, Default or failure to cure is provided under Section 15.04-1, the Defaulting Party shall notify the Non-Defaulting Party in writing, within 10 days after receiving the Non-Defaulting Party's notice, if the Defaulting Party disputes the assertion that it is in Default, or asserts that it has cured a previously noticed Default in accordance with this Article XV. If the parties are unable to resolve promptly any dispute regarding the occurrence of a Default or the timely completion of a cure, such disputes shall be submitted to arbitration in accordance with Article XVI if the matter is an Arbitrable Dispute.

**Section 15.05. Remedies; Nature of Relief; Defenses.**

1. **Remedies Available to Non-Defaulting Party.** If a party is in Default as provided in this Article XV, the Non-Defaulting Party may enforce this Agreement and obtain relief for the Default as provided in this Section 15.05.

(a) **Relief for Defaults Concerning Arbitrable Disputes.** If the Default concerns an Arbitrable Dispute under Section 16.01-2, the Non-Defaulting Party may enforce this Agreement and obtain relief for such Default by submitting to arbitration, in accordance with Article XVI, a demand for:

(i) specific performance by the Defaulting Party of its obligations under this Agreement;

(ii) injunctive relief (including temporary restraining orders, preliminary injunctions and permanent injunctions) against the Defaulting Party, restraining, commanding and/or prohibiting the Defaulting Party from violating or continuing to violate any material provision of this Agreement;

(iii) any other appropriate remedy for the Default authorized by Article XVI, whether legal or equitable in nature, including the recovery of monetary damages and the payment of all sums due to the Non-Defaulting Party under this Agreement;

(iv) interim relief requiring the Defaulting Party to take whatever action is necessary (or, where applicable, to refrain from taking action) in order to preserve the status quo ante pending the resolution of the dispute through arbitration in accordance with Section 16.05 of Article XVI; and/or

(v) any other relief or remedies available to the Non-Defaulting Party under applicable law which is within the power of the arbitrators as provided in Article XVI.

(b) **Relief for Defaults Concerning Non-Arbitrable Disputes.** If the Default concerns a Non-Arbitrable Dispute under Section 16.01-1(a) (violation of no-relocation provisions), MSA may enforce this Agreement and obtain relief for such Default by filing an appropriate action for legal or equitable relief against the ORIOLES in any court of competent jurisdiction. In such action MSA may seek whatever relief is available for such Default under applicable law. If the Default concerns a Non-Arbitrable Dispute under Section 16.01-1(b) (termination of agreement as remedy), the ORIOLES shall enforce this Agreement and obtain relief for such Default by filing an appropriate action for legal or equitable relief against MSA in a court of competent jurisdiction. In such action the ORIOLES may seek whatever relief is available for such Default under applicable law.

2. **Nature of Relief.** The relief described in Section 15.05-1 shall be distinct, separate, and, to the extent not mutually exclusive, cumulative, and shall not operate to exclude,



or deprive the Non-Defaulting Party of, any other right or remedy allowed to that party under this Agreement.

3. Defenses. The Defaulting Party shall be entitled to defend all claims, assertions, and requests for relief by the Non-Defaulting Party, and may raise all legal and equitable claims and defenses as may be available to the Defaulting Party under this Agreement or applicable law, except as otherwise provided in Section 15.06.

Section 15.06. No Waiver. The failure by the ORIOLES or MSA to insist in any one or more instances upon the other party's strict performance of any of its obligations under this Agreement shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations. No waiver by the ORIOLES or MSA of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of MSA or by an officer of the ORIOLES.

## ARTICLE XVI

### ARBITRATION

Section 16.01. Definitions. As used in this Agreement, the terms listed below shall have the following meanings:

1. Non-Arbitrable Dispute. "Non-Arbitrable Dispute" means a dispute between the parties arising out of or relating to this Agreement or a Default for which arbitration shall not be available under any circumstances unless both parties agree in writing to arbitrate such dispute. In the absence of such written agreement, no arbitrator or arbitrators shall have any power under this Article XVI to consider or decide such dispute, which shall be resolved solely through the filing and resolution of an appropriate action in a court of competent jurisdiction. For purposes of this Agreement, the following disputes shall be considered Non-Arbitrable Disputes:

(a) the ORIOLES' Default under any of the provisions enumerated in Section 15.02-1(a) of Article XV;

(b) an MSA Default for which the ORIOLES seek the termination of this Agreement as a remedy (other than the termination rights expressly provided for in Section 8.14-3 (Fire or Other Casualty) or Article XVIII (Eminent Domain) of this Agreement); and

(c) a Default arising out of either party's failure to comply with its respective obligations under Sections 24.03 or 24.04 of Article XXIV.

2. Arbitrable Disputes. "Arbitrable Disputes" shall mean any and all disputes between the parties arising out of or relating to this Agreement or the parties' respective performance under this Agreement which are not expressly defined as Non-Arbitrable Disputes under Section 16.01-1.

Section 16.02. Agreement to Arbitrate. All Arbitrable Disputes shall be resolved through arbitration as provided in this Article XVI. The foregoing agreement to arbitrate Arbitrable Disputes shall be subject to, and may be enforced in accordance with, the Maryland Uniform Arbitration Act, Sections 3-201 et seq. of the Courts and Judicial Proceedings Article of the Maryland Annotated Code, or its successor statute, in force from time to time (the "Maryland Uniform Arbitration Act"), and Title 9, Arbitration of the United States Code, 9 U.S.C. §§1 et seq., as amended from time to time.

Section 16.03. Procedure for Commencing Arbitration. Either party may require an Arbitrable Dispute to be submitted for arbitration in accordance with this Article XVI by filing a written demand for arbitration with the American Arbitration Association ("AAA"). A copy of such demand shall be served on the other party at the same time it is filed with the AAA. An Arbitrable Dispute concerning a Default under Sections 15.02-1 or 15.03-1 or concerning the cure of such Defaults may be submitted for arbitration at any time following the issuance of any notice required by Section 15.04. An Arbitrable Dispute concerning any other Default or its cure shall not be submitted for arbitration prior to the expiration of any applicable cure periods specified in Section 15.02 and 15.03, unless the Defaulting Party has given notice under Section 15.04-3 that it disputes the occurrence of a Default or the alleged failure to cure.

Section 16.04. Conduct of Arbitration. All arbitration proceedings shall be conducted in accordance with this Section 16.04, unless otherwise agreed by the parties in writing.

1. Arbitrators. The arbitration shall be conducted before and decided by a panel of arbitrators, who shall be selected in accordance with Section 16.05 (except as otherwise provided in Section 16.06 concerning Emergency Arbitration).

2. Location of Arbitration Proceedings. All arbitration proceedings under this Agreement shall be conducted outside the State of Maryland and outside any other state (including the District of Columbia) where the domicile, principal residence, and/or principal place of business of the ORIOLES' principal owner(s) is located. Except as otherwise

provided by this Section 16.04-2, the location of all arbitration proceedings shall be determined in accordance with the rules of the AAA.

3. Governing Rules. All arbitration proceedings under this Agreement shall be governed by and conducted in accordance with the then-existing rules of the AAA, except to the extent that such rules are expressly modified by the requirements of this Article XVI. Any dispute concerning real estate or construction issues shall be resolved in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. Any dispute concerning other issues shall be resolved in accordance with the Commercial Arbitration Rules of the AAA then in effect.

4. Record of Proceedings. All arbitration proceedings shall be recorded in their entirety through verbatim stenographic transcription by a person(s) authorized to administer oaths under the laws of the place where the arbitration proceeding is held.

5. Powers of the Arbitrators. The arbitrators selected to resolve Arbitrable Disputes in accordance with Sections 16.05 and 16.06 shall have the power to: (a) resolve all factual and legal disputes between the parties; (b) grant or award any remedy or relief that is expressly permitted by this Agreement (including the relief available for Arbitrable Disputes under Section 15.05); (c) grant or award any remedy or other relief which would be available to the aggrieved party under applicable law from a court of competent jurisdiction if such remedy or relief is within the power of the arbitrators as provided in this Agreement; and (d) grant or award Interim Relief as provided in Section 16.07. No arbitrator or arbitrators shall have the power under this Agreement (i) to consider or decide any Non-Arbitrable Dispute, or (ii) to grant the ORIOLES the right to terminate this Agreement (except as expressly provided in Section 8.14-3 or Article XVIII) as a remedy for a Default by MSA.

6. Arbitration Decisions. All decisions and awards issued in any arbitration proceedings under this Agreement shall be rendered by the arbitrators in writing, and shall set forth the reasons, both factual and legal, upon which the arbitrators' decision or award is based.

7. Finality; Enforceability. All arbitration decisions and awards shall be final, and judgment may be entered upon such decisions and awards by any court in the State of Maryland having jurisdiction in accordance with the Maryland Uniform Arbitration Act.

**Section 16.05. Composition and Selection of Non-Emergency Arbitration Panels.**

1. **Generally.** Except as otherwise provided in Section 16.06 regarding Emergency Panels, the arbitrators who shall decide all Arbitrable Disputes between the parties under this Article XVI shall consist of three persons selected as provided in this Section 16.05 and the rules of the AAA ("Non-Emergency Panel(s)").

2. **Composition of Non-Emergency Panels.** For each dispute submitted to arbitration by a Non-Emergency Panel in accordance with this Article XVI, the AAA shall provide the parties within an initial list of 20 persons who may potentially serve as arbitrators. (If necessary under this Section 16.05-2, the AAA shall also provide the parties with a subsequent list of 20 additional potential arbitrators.) If the dispute relates to real estate or construction matters, the AAA shall be asked to provide a list (or lists, if necessary) of persons having substantial experience and expertise in real estate development and construction. If the dispute relates to other issues, the AAA shall be asked to furnish a list (or lists, if necessary) of persons having substantial experience and expertise in commercial matters. In either case, no arbitrator or person named to the list of potential arbitrators by the AAA shall reside or have a place of business in the State of Maryland, or in any other state (including the District of Columbia) where the domicile, principal residence and/or principal place of business of the then principal owner(s) of the ORIOLES is located.

3. **Selection Procedures.** For all Arbitrable Disputes submitted to arbitration by a Non-Emergency Panel, the AAA shall submit simultaneously to each party an identical list containing the names of persons who may potentially be chosen to serve on such Panel. Within 15 days after the date on which such lists were mailed by the AAA, each party shall cross off any listed names objected to, number the remaining names in that party's order of preference, and return the list to the AAA. The AAA shall then appoint the arbitrators from among the persons approved on the lists returned by both parties, using the parties' respective designated order of preference on such lists. If the parties fail to agree on a sufficient number of the persons named on the lists provided by the AAA in order for the AAA to appoint the Non-Emergency Panel, the AAA shall have the power to appoint the Non-Emergency Panel from such lists in accordance with this Article XVI, without submitting additional lists to the parties.

4. **Disqualification; Inability to Act.** If any arbitrators otherwise acceptable to the parties as provided in Section 16.05-3 are disqualified under the rules of the AAA or are otherwise unable to act, the AAA shall have the power to

appoint the Non-Emergency Panel from the list(s) submitted to the parties under Section 16.05-3, without submitting additional lists to the parties. If the AAA cannot appoint the Non-Emergency Panel from such lists because of an insufficient number of remaining names acceptable to both parties, then the AAA shall submit an additional list to the parties, and the panel shall be selected in accordance with the procedure described in Section 16.05-3.

5. Failure to Respond Timely to AAA. If either party fails at any time to return an initial or subsequent list to the AAA within the time period required by this Section 16.05, that party shall be deemed to have accepted all persons named on that list.

Section 16.06. Emergency Arbitration Procedures.

1. Availability of Emergency Arbitration. Arbitrable Disputes may be submitted for arbitration on an emergency basis, for the sole purpose of seeking Interim Relief as provided in Section 16.07, if the party alleging the Default determines in good faith that it would suffer irreparable injury if required to delay its request for Interim Relief until the selection and availability of a Non-Emergency Panel ("Emergency Arbitration"). Emergency Arbitration shall be decided by a member of the Emergency Panel selected as provided in Section 16.06-2.

2. Selection of Emergency Panel. Within 30 days after the Effective Date, the parties shall agree in writing on a list of 3 persons who shall be designated the "Emergency Panel" for purposes of this Article XVI. The Emergency Panel shall consist of persons who have indicated their availability and willingness to hear and decide Emergency Arbitrations under this Article XVI on a permanent and on-going basis. (The parties may agree in writing at any time to change the identity of the persons comprising the Emergency Panel.) If any member of the Emergency Panel is subsequently unable or unwilling to continue in that capacity, the parties shall promptly negotiate in good faith and agree in writing on the appointment of a substitute member of the Emergency Panel. If the parties cannot reach agreement on a substitute member within 60 days of a Panel member's resignation, the remaining two members of the Emergency Panel shall jointly designate a third person to replace the resigning member.

3. Demand for Emergency Arbitration. A party shall request Emergency Arbitration under this Section 16.06 by delivering a written request for such arbitration to any member of the Emergency Panel. Such request shall set forth in detail the basis of the party's request for Emergency Arbitration, and a copy of the request shall be delivered simultaneously to the other party.

4. Conduct of Emergency Arbitration. All Emergency Arbitration proceedings shall be governed by and conducted in accordance Section 16.04, except that the powers of the Emergency Panel shall be limited to the granting or awarding of Interim Relief as provided in Section 16.07 pending the outcome of arbitration of the underlying dispute by a Non-Emergency Panel. Upon the conclusion of an Emergency Arbitration, any remaining underlying dispute shall be resolved by the Non-Emergency Panel, through the submission of a demand for such arbitration by the aggrieved party pursuant to Section 16.03.

5. Finality; Enforcement. The decision or award of any member of the Emergency Panel shall be final with respect to the award of Interim Relief pending the outcome of arbitration of the dispute by a Non-Emergency Panel. The decision or award of any member of the Emergency Panel may be enforced in the manner provided for in Section 16.04-7.

6. Agreement of Parties. Nothing in this Section 16.06 shall prevent the parties from reaching a written agreement regarding interim relief in lieu of submitting a request for Interim Relief to a member of the Emergency Panel under this Section 16.06.

Section 16.07. Interim Relief. Any member of the Emergency Panel, and the Non-Emergency Panel selected pursuant to Section 16.05, shall have the power to enter and award interim relief in an Arbitrable Dispute requiring the parties to take whatever action is necessary (or, where applicable, to refrain from taking such action) in order (a) to preserve the status quo ante regarding the subject matter of the dispute and/or (b) to prevent or relieve any immediate injury or threat of injury pending the final outcome of the arbitration (collectively, "Interim Relief"). In determining whether to grant Interim Relief, the Panel shall consider, in addition to any other factors which the Panel determines to be relevant under applicable law, whether the granting of Interim Relief is necessary: (i) to prevent irreparable harm to the aggrieved party; (ii) to prevent the dispute from being rendered moot during the pendency of arbitration by the passage of time or by the occurrence of intervening events; and/or (iii) to ensure the full and just adjudication of the rights and obligations that are the subject of the arbitration proceeding.

Section 16.08. Joinder of Disputes. Upon the written request of either party, any pending arbitration proceeding between the parties under this Article XVI, other than an Emergency Arbitration for Interim Relief, shall be joined or consolidated with any other arbitration proceeding which may then be pending between the parties, if the newly brought arbitration proceeding involves questions of law or fact, or claims or defenses, which are common to the then-pending arbitration

proceeding, and if such joinder is acceptable to the Panel appointed for the then-pending proceeding.

**Section 16.09. Fees and Costs.**

1. **Generally.** Except as otherwise provided in Section 16.09-2, the parties shall (a) share equally in the costs and fees related to arbitration, including the fees of the AAA, the costs and fees of the Panel, and the costs and fees of making and transcribing a stenographic record of the proceedings. Notwithstanding the foregoing, each party shall be solely responsible for its own attorneys' fees and expenses, experts' fees and expenses, and any other costs incurred by that party in prosecuting or defending the arbitration, except as otherwise provided in Section 16.09-2.

2. **Bad-Faith Fees and Costs.** If a party's position in the arbitration is determined by any Non-Emergency Panel or by a member of the Emergency Panel to be wholly without merit and to have been maintained in bad faith, such party shall pay the other party's (i) reasonable attorneys' fees, (ii) experts' fees and expenses, (iii) the reasonable costs related to the arbitration, including the costs and fees of the Panel (or member of the Emergency Panel), fees to the AAA, and the costs of making and transcribing a stenographic record of the proceedings, and any other costs otherwise payable by such party in the arbitration proceedings (collectively, "Bad-Faith Fees and Costs"). The standard for determining a party's liability for Bad Faith Fees and Costs shall be that set forth in Rule 1-341 of the Maryland Rules of Civil Procedure or any successor rule, or the equivalent rule contained in the Federal Rules of Civil Procedure. No Bad-Faith Fees and Costs shall be imposed on a party unless the Non-Emergency Panel (or where applicable, the member of the Emergency Panel) makes the findings required by this Section 16.09-2 and sets forth the reasons for such findings in the decision or award.

**ARTICLE XVII**

**FORCE MAJEURE**

**Section 17.01. Definitions.**

1. **ORIOLES' Force Majeure.** "ORIOLES Force Majeure" shall mean any fire or other casualty, an act of God, war, riots, strikes, labor disputes or boycotts (including strikes, lock-outs, and other labor disputes involving Major League Baseball players), intervention by civil or military government authorities, or any other causes whatsoever beyond the control of

the ORIOLES (except normal delays, postponements or cancellations caused by weather conditions).

2. MSA Force Majeure. "MSA Force Majeure" shall mean any fire or other casualty, act of God, war, holocaust, riots, strikes, labor disputes or boycotts, intervention by civil or military government authorities, orders of the judiciary or the Maryland Public Service Commission, or any other causes whatsoever beyond the control of MSA. Notwithstanding the foregoing, the legislative acts of the City of Baltimore or the State of Maryland, or their respective agencies, authorities or officials, including without limitation, those of the Maryland General Assembly and the Governor of the State of Maryland, shall not constitute an MSA Force Majeure.

Section 17.02. Occurrence of ORIOLES Force Majeure.  
If an ORIOLES Force Majeure prohibits or prevents the ORIOLES, whether directly or indirectly, from performing any of their obligations under this Agreement, including their obligation to play the Games at the Ballpark, the ORIOLES shall be excused from such performance until such ORIOLES Force Majeure terminates or is removed. During such period of prevention or prohibition, the ORIOLES shall at all times act diligently and in good faith to bring about the termination or removal of the ORIOLES Force Majeure as promptly as reasonably possible.

Section 17.03. Occurrence of MSA Force Majeure. If an MSA Force Majeure prohibits or prevents MSA, whether directly or indirectly, from performing any of its obligations under this Agreement, then MSA shall be exonerated and excused from such performance until such time as such MSA Force Majeure terminates or is removed. During such period of prevention or prohibition, MSA shall at all times act diligently and in good faith to bring about the termination or removal of the MSA Force Majeure as promptly as reasonably possible.

## ARTICLE XVIII

### EMINENT DOMAIN

Section 18.01. Definitions. As used in this Article XVIII and elsewhere in this Agreement, the terms listed below shall have the following meanings:

1. Condemnation. "Condemnation" or "Condemned" shall mean and refer to taking of property by the power of eminent domain, whether by formal condemnation proceedings or by purchase under threat or exercise of the power of eminent domain.



proceedings (but shall not include MSA's acquisition of the Camden Yards Site pursuant to Article I).

2. **Total Condemnation.** "Total Condemnation" shall mean and refer to the Condemnation of the entire Ballpark, or any Condemnation of less than the entire Ballpark which results in one or more of the following: (i) a reduction of more than twenty percent (20%) in the Ballpark's seating capacity; (ii) the loss of the Playing Field, (iii) the loss of any material part of the ORIOLES' Year-Round Premises and/or the Concessionaire's Year-Round Premises, (iv) a reduction by more than twenty percent (20%) in the Parking Facilities required to be provided by MSA under Section 7.01.

3. **Partial Condemnation.** "Partial Condemnation" shall mean and refer to the Condemnation of any portion of the Ballpark or the Parking Facilities that does not amount to a Total Condemnation under Section 18.01-2.

4. **Post-Condemnation Work.** "Post-Condemnation Work" shall mean any and all work necessary to be performed by MSA or its contractors in order to: (i) restore, or provide suitable replacement facilities to replace, any portions of the Ballpark or Parking Facilities which have been Condemned as a result of a Partial or Total Condemnation; or (ii) construct a substitute ballpark as provided in this Article XVIII if there is a Total Condemnation of the entire Ballpark.

**Section 18.02. Effect of Total Condemnation.**

1. **Election by MSA.** In the event of a Total Condemnation, MSA, in its sole discretion, shall elect whether to: (a) perform the Post-Condemnation Work necessary to replace the Ballpark or any parts of the Ballpark that have been Condemned; or (b) terminate this Agreement. If the Total Condemnation is of less than the entire Ballpark, but affects one or more of the areas described in clauses (i)-(iv) of Section 18.01-2, then MSA shall give the ORIOLES written notice of its election under this Section 18.02 not later than ninety (90) days after MSA receives written notice of such Total Condemnation. If the Total Condemnation is of the entire Ballpark, MSA shall give the ORIOLES written notice of its election under this Section 18.02 not later than one year after MSA receives notice of such Total Condemnation. (Nothing in this Section 18.02 shall prevent the parties from reaching a written agreement on an appropriate abatement or reduction in the Rent to be paid by the ORIOLES in light of a Total Condemnation of less than the entire Ballpark, in lieu of MSA's election of the options described in this Section 18.02-1.)

2. **Election to Perform Post-Condemnation Work.** If MSA elects to perform the Post-Condemnation Work necessary to

replace the Condemned facilities in accordance with Section 18.02-1 (including, where applicable, the construction of a substitute ballpark), the ORIOLES shall seek a temporary location at which to play Games, if necessary, on the same terms and conditions as provided in Section 8.14-4. The ORIOLES shall seek such temporary location when MSA receives notice of the Condemnation, and shall play Games at such location until such Post-Condemnation Work is completed and the Ballpark or any substitute ballpark is ready for the ORIOLES' use and occupancy for the purpose of playing Games. Any substitute ballpark shall have the same material design, features and components as the Ballpark, and shall be constructed at a location reasonably acceptable to the ORIOLES. Upon commencement of the first full Baseball Season following the completion of the Post-Condemnation Work, the ORIOLES shall be required to play all Games at the Ballpark or at such substitute ballpark in accordance with this Agreement, to the same extent as if the substitute ballpark were the Ballpark and such Total Condemnation had not occurred.

3. ORIOLES' Right to Terminate for Failure to Complete Substitute Ballpark; Completion of Other Post-Condemnation Work. If MSA elects to complete Post Condemnation Work that requires the construction of a substitute ballpark, but fails to complete such construction so as to enable the ORIOLES to play Games in such ballpark within 4 years of the date on which possession of the Ballpark is required to be delivered to the condemning authority, or if prior to the expiration of such period, MSA publicly announces for any reason that it has abandoned efforts to construct a substitute ballpark, then the ORIOLES shall have the right to terminate this Agreement by giving written notice to MSA. Such written notice shall be provided to MSA within thirty (30) days after the expiration of such four-year period, or, as the case may be, within thirty (30) days after MSA's public announcement that it has abandoned efforts to construct a substitute ballpark. If MSA elects to perform Post-Condemnation Work consisting of the replacement of Ballpark facilities following a Total Condemnation of less than the entire Ballpark, MSA shall complete such Work as expeditiously as possible, in accordance with Section 18.06.

4. Effect of Termination by MSA or ORIOLES. If MSA elects to terminate this Agreement pursuant to Section 18.02-1, or if the ORIOLES exercise their right to terminate this Agreement under Section 18.02-3, all rights, obligations and liabilities of the parties shall end as of the effective date of such termination, without prejudice to any rights which have accrued prior to such termination.

Section 18.03. Rights Upon Partial Condemnation.

1. Election by MSA. In the event of a Partial Condemnation, MSA, in its sole discretion, shall elect whether

to: (a) perform the Post-Condemnation Work necessary to replace the Condemned facilities in accordance with Section 18.06; (b) submit to arbitration, pursuant to Article XVI, the sole issue of the equitable adjustment, if any, to the Rent to compensate the ORIOLES for lost revenues attributable to the Partial Condemnation; or (c) grant to the ORIOLES the right to terminate this Agreement. MSA shall give the ORIOLES written notice of its election under this Section 18.03 not later than 90 days after MSA receives written notice of the Partial Condemnation.

2. Granting ORIOLES Option to Terminate. If MSA grants the ORIOLES the right to terminate this Agreement under clause (c) of Section 18.03-1, then within thirty (30) days after their receipt of MSA's election notice, the ORIOLES shall notify MSA in writing whether the ORIOLES intend to exercise such option and terminate this Agreement. If the ORIOLES exercise such right and terminate this Agreement pursuant to this Section 18.03, all rights, obligations and liabilities of the parties shall end as of the effective date of the termination, without prejudice to any rights which have accrued prior to such termination. If the ORIOLES notify MSA that they are not exercising their right to terminate this Agreement (notwithstanding the option to do so granted by MSA), then MSA shall be obligated to perform all Post-Condemnation Work necessary to restore or replace the Condemned facilities as provided in Section 18.06.

Section 18.04. Allocation of Award. The amount of any award for or on account of any Condemnation shall first be used by MSA to pay for the cost of all Post-Condemnation Work, and then to pay the principal, interest and redemption premiums, if any, on the bonds issued to finance the Ballpark's construction, and to otherwise satisfy MSA's obligations in connection with such financing. If any proceeds of such award remain after the satisfaction of such obligations, such remaining proceeds shall be shared equitably between MSA and the ORIOLES. If the parties cannot agree on an equitable allocation of such proceeds, the matter shall be submitted for arbitration in accordance with Article XVI. In such arbitration, the arbitrators shall consider all facts and circumstances relevant to the determination of an equitable allocation of any Condemnation award, including, without limitation, factors such as: (a) MSA's annual operating expenses for the Ballpark; (b) the extent to which the Rent paid by the ORIOLES has been sufficient to enable MSA to meet its operating expenses for the Ballpark (except for those expenses that relate solely to MSA Events); (c) the appreciation, if any, in the value of the Ballpark and the land on which the Ballpark is located since the Commencement Date; (d) the extent to which MSA should be entitled to recover for such appreciation through receipt of the proceeds of any Condemnation award; (e) the reasonable market value of the ORIOLES' leasehold estate in the Ballpark as of the effective

date of the Condemnation; and (f) the extent to which the ORIOLES should receive compensation, through an equitable allocation of any Condemnation award, for the loss or diminution in value of their leasehold estate in the Ballpark as a result of the Condemnation.

**Section 18.05. Transfer of Property to Condemning Authority.** Notwithstanding any other provision of this Article XVIII, MSA shall have the power and authority to convey the entire fee simple or leasehold title in all or any part of the Ballpark or Camden Yards Site to the condemning authority without the ORIOLES' joinder, and any such conveyance by MSA alone shall be deemed free and clear of any leasehold or other interest of the ORIOLES therein. The condemning authority shall be entitled to rely upon the provisions of the immediately preceding sentence in accepting a deed from MSA alone.

**Section 18.06. Performance of Post-Condemnation Work.** Whenever MSA is required by this Article XVIII to perform Post-Condemnation Work, MSA, at its cost and expense, shall perform such Post-Condemnation Work as expeditiously as possible, and in accordance with a reasonable schedule agreed upon between MSA and the ORIOLES. In the case of Partial Condemnations or Total Condemnations of less than the entire Ballpark, such Post-Condemnation Work shall include all restorations or replacements of the Condemned facilities which may be necessary in order to return the Ballpark and the Parking Facilities (if the latter is affected by the Condemnation) to their state immediately preceding the Condemnation. In the case of a Total Condemnation of the entire Ballpark, such Post-Condemnation Work shall include the construction of a substitute ballpark in accordance with Section 18.02-2. All Post-Condemnation Work shall be treated as Additional Construction, and shall be completed in the manner provided for in Article III.

**Section 18.07. Temporary Taking.**

1. **Effect of Temporary Taking.** This Agreement shall not terminate by reason of a temporary Condemnation (whether Partial or Total in nature), except as provided in this Section 18.07. In the event of a temporary Partial or Total Condemnation, the rights and obligations of the parties under this Agreement shall continue in full force and effect, except that:

(a) Any award for such temporary taking shall be governed by the provisions of Section 18.04;

(b) Upon the termination of such temporary Partial or Total Condemnation, MSA shall restore the Ballpark to a state equivalent to its condition immediately prior to such temporary Partial or Total Condemnation; and

(c) During any period of a temporary Partial or Total Condemnation (or such longer period as is reasonably necessary to allow the ORIOLES to make suitable alternate arrangements), the ORIOLES shall be entitled to make arrangements for an alternate site for playing the Games, on the same terms and conditions as provided in Section 8.14-4.

2. Treating Condemnation as Permanent; Right to Terminate. Notwithstanding the provisions of Section 18.07-1, any temporary Partial Condemnation shall be treated as a permanent Partial Condemnation as provided in Section 18.03, and any temporary Total Condemnation shall be treated as a permanent Total Condemnation as provided in Section 18.02, if a duly authorized official of the Condemning authority issues a written statement to the ORIOLES or to MSA certifying that the Condemning authority intends to pursue the temporary Condemnation as a permanent taking.

## ARTICLE XIX

### REAL ESTATE TAXES

Except as otherwise expressly provided in Section 23.04 of Article XXIII, the ORIOLES shall not be responsible during the Term for the payment of Property Taxes. For purposes of this Agreement, "Property Taxes" shall mean all real estate taxes and assessments which are levied against the Ballpark or any component of the Ballpark, including all general and special taxes levied by the City of Baltimore or any political subdivision of the City of Baltimore or of the State of Maryland, such as school districts, sanitary districts, or transit authorities, so long as such tax is based upon or measured by the valuation of the Ballpark or any component of the Ballpark, and any transfer taxes or documentary stamps. "Property Taxes" shall not include any personal property taxes levied against property owned by the ORIOLES or property installed by the Concessionaire at the Ballpark, or taxes of any nature levied by the United States.

## ARTICLE XX

### NO RELOCATION

In consideration of MSA's construction of the Ballpark, during the Term of this Agreement, the ORIOLES shall not permit the relocation of the Baltimore Orioles Major League Baseball team from Baltimore, Maryland, or permit any of the Championship

Season or Post-Season Games to be played at any location other than the Ballpark, unless the ORIOLES are expressly permitted to do so by Section 8.14 (fire or other casualty) or Article XVIII (Eminent Domain) of this Agreement. This obligation of the ORIOLES shall not be deemed or construed to be a waiver by the ORIOLES of any generally applicable equitable rights, remedies or defenses in the event that MSA attempts to secure the ORIOLES' specific performance of, or otherwise attempts to enforce, the ORIOLES' obligations under this Agreement. The ORIOLES shall not permit any sale, assignment or other transfer of the Baltimore Orioles unless the assignee is required to assume all of the obligations of the ORIOLES under this Agreement.

## ARTICLE XXI

### ASSIGNMENT; SUBLETTING; SUCCESSORS

#### Section 21.01. Assignment by ORIOLES.

1. Requirement of MSA Approval. This Agreement shall not be assignable or transferrable by the ORIOLES, in whole or in part, to any individual, group, or entity without the prior written consent of MSA. Any transfer or issuance of stock in the ORIOLES that results in a change in the party having majority control of the ORIOLES shall be deemed an assignment requiring MSA's consent under this Section 21.01.

2. MSA Approval of Proposed Assignments. MSA shall automatically grant its consent to a proposed assignment of this Agreement if:

(a) The assignee assumes all of the obligations of the ORIOLES under this Agreement;

(b) The ORIOLES furnish to MSA, within thirty (30) days of such assignment, a true, complete and fully executed copy of such assignment; and

(c) The American League and Major League Baseball shall have approved such assignment.

3. Effect of Assignment. If this Agreement is assigned by the ORIOLES with MSA's consent, the liability of the ORIOLES for and under this Agreement shall cease with respect to all liabilities accruing from and after the effective date of such assignment.

4. No Assignment by Operation of Law. Any assignment by operation of law, attachment or assignment for the benefit of creditors shall be inoperative.

Section 21.02. Subletting. The ORIOLES shall not sublease all or any part of the Ballpark, or permit other persons or entities to occupy or conduct business in any part of the Ballpark, except as expressly permitted by this Agreement or with the prior written consent of MSA, which may be granted or withheld in MSA's sole discretion. Except as otherwise provided in Article VI or the ORIOLES Concession Agreement, the ORIOLES shall not authorize any party to conduct any concession or management operations in all or any part of the Ballpark without the prior written consent of MSA, which may be granted or withheld in MSA's sole discretion.

Section 21.03. Assignment by MSA. Subject to the requirements of Article XXII (Covenant of Quiet Enjoyment) and Article XXIII (Subordination), MSA shall have the right to assign its interest in and pledge any moneys receivable under this Agreement as security for the repayment of the bonds or other financing for the costs of construction of the Ballpark. All costs incurred in connection with any such pledge shall be the sole responsibility of MSA. If MSA pledges or assigns its interest in any sum receivable under this Agreement as such security and such pledge or assignment affects the ORIOLES' senior rights under this Agreement as provided in Section 23.01, MSA shall require the secured party to execute and deliver to the ORIOLES a non-disturbance agreement in accordance with Section 23.02. Except as otherwise specifically provided in this Section 21.03 and Section 23.03 (regarding the sale or other transfer of the Ballpark), MSA shall not assign this Agreement, or any of its rights or obligations under this Agreement, to any parties other than MSA's successor or the State of Maryland without the ORIOLES' prior written consent, which may be granted or withheld in the ORIOLES' sole discretion.

Section 21.04. Assignees and Subtenants. If MSA consents at any time to an assignment or sublease as provided in this Article XXI, the ORIOLES and any such assignee or sublessee shall be deemed to have agreed not to make any further assignment or sublease contrary to the provisions of this Article XXI. Such agreement shall be deemed to have been made as of, and shall take effect on, the date on which MSA grants its consent to the proposed assignment or sublease. In addition, in the case of an assignment, if the assignee is not a corporation, the covenants by the ORIOLES set forth in Article XXVIII and the provisions in Section 27.04 (Waiver of Personal Liability) shall be appropriately modified to take into account the nature of the assignee.

Section 21.05. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the ORIOLES and their successors and permitted assigns, including, but not limited to, assignees of the Baltimore Orioles baseball franchise as a consequence of a sale of assets or stock, merger, consolidation or other form of disposition. This Agreement shall be binding upon and shall inure of the benefit of MSA and its successors and permitted assigns. For purposes of this Agreement, all references to MSA shall include, and all terms of this Agreement shall be binding upon and inure to the benefit of, any agency which is a successor of MSA, or, if there is no successor, the State of Maryland.

#### ARTICLE XXII

#### COVENANT OF QUIET ENJOYMENT

MSA covenants that so long as the ORIOLES fulfill all of their obligations under this Agreement, the ORIOLES shall quietly enjoy their rights under this Agreement without hindrance or molestation by MSA or by any other person lawfully claiming any right, title or interest in the Ballpark, the Parking Facilities or the Camden Yards Site by, through or under MSA.

#### ARTICLE XXIII

#### SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE; RECORDING

Section 23.01. Seniority of this Agreement. This Agreement and the estate hereby demised to the ORIOLES shall be and remain senior to any mortgages, deeds of trust and/or security interests now or hereafter encumbering the Ballpark.

Section 23.02. Future Subordination of this Agreement. Notwithstanding Section 23.01, within thirty (30) days after any written request by MSA (which may be made by MSA at any time during the Term), the ORIOLES agree to execute a written instrument which complies with the requirements of this Article XXIII, through which the ORIOLES will agree to subordinate this Agreement and the estate hereby demised to the ORIOLES to any existing or future deed(s) of trust or mortgage(s) now or hereafter encumbering the Ballpark, if MSA asks the ORIOLES to agree to such subordination in order to facilitate MSA's refinancing of the bonds issued to finance the construction of the Ballpark. Any agreement by the ORIOLES to subordinate this



Agreement shall contain non-disturbance provisions protecting the ORIOLES' rights under this Agreement regarding the use and possession of the Ballpark. Such non-disturbance provisions shall provide that so long as the ORIOLES continue to pay the Rent provided for in this Agreement, and to otherwise comply with their obligations under this Agreement:

(a) the rights of the ORIOLES under this Agreement, and all terms and provisions of this Agreement, shall not be affected or disturbed by the mortgage(s) or beneficiaries under the mortgage(s) or deed(s) of trust in the exercise of any of its rights under the mortgagee(s) or deed(s) of trust;

(b) if the mortgagee(s) or beneficiaries under the mortgage(s) or deed(s) of trust come into possession of, or obtain ownership of the title to, the Ballpark by foreclosure of the mortgage(s) or deed(s) of trust, then this Agreement shall continue in effect and shall not be terminated by any of said proceedings; and

(c) such other provisions as may be acceptable to the ORIOLES and the mortgagee(s) or beneficiaries.

Section 23.03. Transfer of Ballpark. If the Ballpark is sold or otherwise transferred pursuant to any right or power contained in any mortgage or deed of trust, or as a result of proceedings under such mortgage or deed of trust, the purchaser of the premises at such sale, or any person otherwise acquiring title through or by virtue of such sale, shall take title to the Ballpark subject to this Agreement, and in such event the ORIOLES shall attorn to such purchaser and recognize such purchaser as the lessor under this Agreement, and such purchaser shall become bound to the ORIOLES to perform all of MSA's obligations under this Agreement, other than obligations accruing prior to the effective date of such sale or transfer.

Section 23.04. Recording. If MSA requires the ORIOLES to record this Agreement or any document deemed or construed to give constructive notice of this Agreement in the land records of the City of Baltimore or elsewhere, the ORIOLES shall not be responsible for any transfer or recording taxes or any other costs and expenses incurred in connection with such recording. If the ORIOLES or any lender elect to record this Agreement or any document deemed or construed to give constructive notice of this Agreement, any costs or expenses incurred in connection with such recordation shall be the responsibility of the ORIOLES.

## ARTICLE XXIV

### BALLPARK NAMES; ORIOLES' NAMES AND PROPRIETARY SYMBOLS

Section 24.01. Name of Ballpark. MSA and the ORIOLES have jointly determined that the name of the Ballpark shall be "Oriole Park at Camden Yards." The provisions of the MLBP Agreement shall govern the use of the Ballpark's name in connection with licensing and promotional activities.

Section 24.02. Names of Ballpark Facilities. The ORIOLES shall have the right to name all rooms, areas and facilities located inside the admission gates of the Ballpark. The ORIOLES may name public areas or facilities on the Camden Yards Site which are located within the Ballpark but outside the Ballpark admission gates only with the prior concurrence of MSA.

Section 24.03. Ownership of Parties' Names and Proprietary Symbols. MSA hereby acknowledges and agrees that the names "Baltimore Orioles" and "Orioles," and any other trademarks, logos and service marks owned by the ORIOLES (and any variations of such names, logos and marks), are the sole and exclusive property of the ORIOLES. MSA shall take no action of any type, either directly or indirectly, to undermine or challenge the ORIOLES' exclusive rights with respect to their names, logos and marks. The ORIOLES hereby acknowledge and agree that the names, trademarks, logos and service marks owned by MSA are the sole and exclusive property of MSA, and shall take no action of any type, either directly or indirectly, to undermine or challenge MSA's exclusive rights with respect to its names, logos and marks. Any action contemplated by the MLBP Agreement shall not be deemed a violation of this Section 24.03.

Section 24.04. Consents Required. During the Term, MSA shall not distribute any materials, documents, advertising literature, souvenirs, novelties, schedules, papers, objects or goods of any other type which incorporate either the names or logos of the ORIOLES without the ORIOLES' prior consent, nor shall MSA publish or use in any way whatsoever any photograph or recording of Games or the names, photographs or likenesses of ORIOLES' players without the ORIOLES' prior consent (and, where required, the consent of Major League Baseball Properties, Inc.). MSA shall not permit any third party, whether by oral or written agreement or by implication or otherwise, to make any use of the ORIOLES' names or logos or the other proprietary materials described in this Section 24.04 for any purpose without the ORIOLES' prior consent. During the Term, and subject to the MLBP Agreement, the ORIOLES shall not distribute any materials, documents, advertising literature, souvenirs, novelties, schedules, papers, objects or goods of any other type which incorporate the names or logos of MSA without MSA's prior

consent, nor shall the ORIOLES publish or use in any way whatsoever any photograph or recording of MSA Events without MSA's prior consent. The ORIOLES shall not permit any third party, whether by oral or written agreement or by implication or otherwise, to make any use of MSA's names or logos or MSA's other proprietary materials described in this Section 24.04 for any purpose without MSA's prior consent.

Section 24.05. Remedies. Any dispute between the parties concerning their respective obligations under Sections 24.03 and 24.04 shall be Non-Arbitrable Disputes. If either party fails to comply with its obligations under this Article XXIV, the Non-Defaulting Party may enforce its rights and seek and obtain all legal and equitable remedies which may be available under applicable federal, state or common law, including by the filing of a cause of action or actions in any court of competent jurisdiction. The Defaulting Party shall be entitled to defend such actions and to raise all legal and equitable claims and defenses as may be available to the Defaulting Party under applicable law.

## ARTICLE XXV

### SURRENDER OF PREMISES

Section 25.01. Orioles' Obligation to Surrender Premises. Upon the expiration or earlier termination of this Agreement, the ORIOLES shall peaceably surrender the Ballpark in good order and repair and in the same condition as on the Commencement Date, ordinary wear and tear excepted, provided however, that the ORIOLES shall have no obligation to Maintain or Repair the Ballpark prior to such surrender except to the extent that such obligations are specifically imposed upon the ORIOLES under Article VIII. At the time of such surrender, the ORIOLES shall deliver to MSA all keys for the Ballpark which may be in the ORIOLES' possession, including for the ORIOLES' Year-Round Premises, at the place then fixed for the receipt of Notices by MSA. At such time the ORIOLES shall also notify MSA in writing of all combinations of locks, safes and vaults, if any, secured to the ORIOLES' Year-Round Premises which do not constitute personal property of the ORIOLES that will be removed by the ORIOLES by the time of such surrender. The ORIOLES' obligations to observe and perform the covenants set forth in this Article XXV shall survive the expiration or earlier termination of this Agreement.

Section 25.02. ORIOLES' Property. Upon the expiration or termination of this Agreement, the ORIOLES shall immediately remove all property owned by the ORIOLES and which the ORIOLES

are permitted or required to remove from the Ballpark under the provisions of this Agreement. If the ORIOLES fail to remove such property by the time they have surrendered the Ballpark to MSA, MSA may, at its option, (a) cause that property to be removed at the risk and expense of the ORIOLES, and in that event the ORIOLES shall pay all reasonable costs and expenses incurred by MSA in connection therewith, including sums paid by MSA to store the property elsewhere and the cost of any repairs to the Ballpark necessitated by the removal of such property; or (b) sell all or any part of such property at public or private sale, after giving thirty (30) days' prior written notice of the ORIOLES (which the parties hereby agree is commercially reasonable notice), whether or not such property is exempt from sale under execution or attachment under Maryland law, and in the event of such sale, such property shall be deemed to be charged with a lien in favor of MSA for all sums due hereunder; or (c) declare that title to such property shall be deemed to have passed to MSA.

Section 25.03. Abandoning Premises or Personal Property. The ORIOLES shall not vacate or abandon the Ballpark in violation of this Agreement, but if the ORIOLES should breach this Agreement by vacating or abandoning the Ballpark, any personal property owned by the ORIOLES which may be left in the Ballpark following such abandonment or dispossession shall be deemed to have been abandoned by the ORIOLES, and such property shall be disposed by MSA in accordance with the provisions of Section 25.02.

## ARTICLE XXVI

### ADMINISTRATION OF AGREEMENT

Section 26.01. No Discrimination. Neither MSA nor the ORIOLES shall discriminate against any person in violation of any law on the basis of race, national origin or ancestry, political or religious opinion or affiliation, age, physical or mental disability, gender, marital status, sexual preference or orientation. MSA and the ORIOLES shall each comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment and unlawful employment practices which apply to or govern that party.

Section 26.02. Notices.

1. Generally. All notices, requests for consent or approval (including the consents and concurrences described in

Section 27.01-1), responses to such requests, and any other communications between the parties required by this Agreement (collectively, "Notices") shall be in writing (unless otherwise provided in this Agreement) and shall be submitted to the parties as provided in this Section 26.02. All Notices shall be delivered by personal delivery, telecopy, Federal Express or comparable next-day delivery service, or by first-class U.S. mail, postage prepaid.

2. Notices to MSA. All Notices to MSA shall be addressed to MSA at Suite 2450 World Trade Center, 401 E. Pratt Street, Baltimore, Maryland 21202 (or other address or addresses designated in writing by MSA in accordance with this Section 26.02), and shall be sent to the attention of the Chairman of MSA, with a copy to the Executive Director (or to such other persons designated in writing by MSA in accordance with this Section 26.02). All payments of Rent or other sums due to MSA from the ORIOLES under this Agreement shall be paid to MSA at the above address.

3. Notices to the ORIOLES. All Notices to the ORIOLES shall be addressed to the ORIOLES at their offices at the Ballpark at 333 West Camden Street, Baltimore, Maryland 21201, and shall be sent to the attention of the President, with a copy to the ORIOLES' Vice President for Business Affairs (or to such other persons as may be designated in writing by the ORIOLES in accordance with this Section 26.02).

Section 26.03. Calculation of Time. Whenever any provision of this Agreement requires or permits any act or decision to be performed or made within a specified period of time, the day of the act or event from which the designated time period begins to run shall not be included in computing such time period. The last day of such period shall be included, unless it is a Saturday, Sunday, or a legal holiday in the State of Maryland, in which case the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of Maryland. If the period of time prescribed or allowed by any provision of this Agreement is five (5) days or less, intermediate Saturdays, Sundays, or legal holidays in the State of Maryland shall not be included in computing the expiration of such time period. All notice and other time periods shall expire as of 5:00 p.m. (Eastern Standard Time) on the last day of the notice or other period.

Section 26.04. Right of Entry and Inspection. MSA shall have the right to enter into and upon any and all parts of the Ballpark, including the ORIOLES' Year-Round Premises, for the purpose of carrying out its obligations under this Agreement, or for any other legitimate reason related to the obligations of the ORIOLES or the rights or obligations of MSA under this Agreement. Before entering any part of the ORIOLES' Year-Round Premises, MSA

shall provide the ORIOLES with at least twenty-four (24) hours' prior written notice, unless the entry is for the purpose of addressing an emergency which threatens health, safety, or the security of the Ballpark. In such emergencies, MSA shall nevertheless provide the ORIOLES with as much prior notice of such entry as is reasonably practicable under the circumstances.

**Section 26.05. Execution of Estoppel Certificate(s).**

**1. Orioles' Execution of Estoppel Certificate.**

Within twenty (20) days after the ORIOLES' receipt of a written request of MSA or any mortgagee(s) of MSA, the ORIOLES shall execute and deliver to MSA and/or such mortgagee(s) a written statement: (a) ratifying this Agreement; (b) confirming the commencement and expiration dates of the Term of this Agreement; (c) certifying that the ORIOLES are in occupancy of the Ballpark and that this Agreement is in full force and effect and has not been modified, assigned, subleased, supplemented or amended except by such writings as shall be stated; (d) certifying that except as otherwise specified in the statement, all conditions and agreements to be satisfied or performed by MSA under this Agreement have been satisfied and performed; (e) certifying that except as otherwise specified in the statement, MSA is not in default under this Agreement and that there are no defenses, set-offs, recoupments or counterclaims against the enforcement of this Agreement by MSA; (f) reciting the amount of any Rent which has been paid in advance by the ORIOLES and the periods for which such advance Rent has been paid; and (g) containing any other information which MSA or its mortgagee(s) may reasonably require (collectively, "Estoppel Certificate").

**2. Failure to Execute Estoppel Certificate.**

The ORIOLES' failure to execute and deliver an Estoppel Certificate to MSA and/or any mortgagee(s) within the time period required by this Section 26.05 shall constitute (a) an acknowledgement by the ORIOLES that this Agreement has not been assigned, amended, changed, or modified, that it is in full force and effect, and that no Rent has been paid in advance by the ORIOLES; and (b) a waiver by the ORIOLES of any defaults by MSA or any defenses, set-offs, recoupments, or counterclaims against the enforcement of this Agreement which may exist or be available to the ORIOLES prior to the date of the written request for such Estoppel Certificate. Such acknowledgement and waiver by the ORIOLES may be relied upon by any person holding or intending to acquire any interest whatsoever in the Ballpark or the Camden Yards Site.

**Section 26.06. Further Assurances.** The ORIOLES and MSA shall each execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as MSA or the ORIOLES shall reasonably request

of the other in order to fulfill the intent of and the transactions contemplated by this Agreement.

Section 26.07. Promotion of Attendance at Games. MSA and the ORIOLES shall at all times use their Best Efforts, in accordance with their respective rights and obligations under this Agreement, to promote public attendance at Games.

## ARTICLE XXVII

### INTERPRETATION AND CONSTRUCTION

#### Section 27.01. Consents and Concurrences.

1. Form of Consents. No consent, approval or concurrence by MSA or the ORIOLES required under the terms of this Agreement shall be valid unless it is signed by the party giving such consent, approval or concurrence. All requests for consents, approvals and concurrences and all responses to such requests shall be furnished to the other party in the form and manner prescribed in Section 26.02.

2. Reasonableness Requirement. In all instances where the consent, approval or concurrence of MSA or the ORIOLES is required with respect to any decision or action of the other party, such consent, approval or concurrence shall not be withheld unreasonably. Notwithstanding the foregoing, either party shall be entitled to withhold its consent, approval or concurrence on a matter that is left to that party's sole discretion as expressly provided elsewhere in this Agreement.

3. Withholding Consents or Concurrences. If either party withholds its consent, approval or concurrence in response to a request from the other party for such consent, approval, or concurrence, the party disapproving the matter in question shall, simultaneously with their response, state in writing its reasons for such disapproval, unless the matter in question is one of the matters expressly left to that party's sole discretion as provided elsewhere in this Agreement.

Section 27.02. Best Efforts. Whenever this Agreement requires either party to use its "Best Efforts," such party shall endeavor in good faith to employ all reasonable measures available to that party and within that party's power, with promptness and due diligence, to bring about the event, occurrence or result to which the "Best Efforts" obligation refers. Such obligation shall include a requirement that the party make affirmative efforts to accomplish the objective in question, including (where applicable) through consultations or

negotiations with persons or entities not parties to this Agreement. Notwithstanding the foregoing, a party required to use its Best Efforts shall not be required to amend an existing agreement, or to take any action that is contrary to law, outside the corporate power or legal authority of that party, or that would have the effect of restricting that party's express rights and remedies under this Agreement. In addition, MSA's obligation to use its Best Efforts shall not include any obligation to seek appropriations from the Maryland General Assembly for additional funds, to seek approval of an additional expenditure from the Maryland Board of Public Works or the Maryland Legislative Policy Committee, or to expend funds in a manner that exceeds MSA's authority.

Section 27.03. Relationship of Parties. The relationship of the parties under this Agreement is intended to be that of lessor and lessee. Nothing contained in this Agreement shall be construed as creating any fiduciary obligation on the part of the ORIOLES to MSA or on the part of MSA to the ORIOLES, or as creating any joint venture, agency, partnership, or other relationship between the parties other than as explicitly and specifically stated in this Agreement. Neither party shall act as or hold itself out as the agent or partner of the other, nor shall either party purport or undertake to bind the other party legally or financially in any way without that party's prior written consent.

Section 27.04. Waiver of Personal Liability. All obligations and liabilities under this Agreement on the part of MSA or the ORIOLES are solely corporate liabilities and each party hereby releases each and every officer, agent, shareholder, director, member, employee, or elected or appointed official of the other party, of and from any personal or individual liability under this Agreement. Under no circumstances shall any officer, agent, shareholder, director, member, employee, or elected or appointed official of either party be individually or personally liable for anything whatsoever under this Agreement, or for any act or failure to act by MSA or the ORIOLES, whether under this Agreement or otherwise.

Section 27.05. Governing Law. This Agreement is made and shall be construed under and enforced in accordance with the laws of the State of Maryland or applicable federal law, both as to interpretation and performance.

Section 27.06. Severability. If any provision of this Agreement or its application to any person or particular circumstances is determined to be invalid or unenforceable in whole or in part, the remainder of this Agreement, (including the application of the provision in question to other persons or other circumstances) shall not be affected by such invalidity or unenforceability, and all other provisions of this Agreement



shall continue to be valid and shall be enforced to the fullest extent permitted by law.

Section 27.07. Captions and Headings. The captions and headings throughout this Agreement are for convenience of reference only. The words contained in such headings and captions are not intended to function as, and shall not be construed to be, substantive portions of this Agreement. Such captions and headings shall be used solely for the parties' convenience and shall have no effect upon the interpretation of this Agreement.

Section 27.08. Use of Singular and Plural. Wherever appropriate in the context of this Agreement, the singular includes the plural and the plural includes the singular. (The term "ORIOLES" is used in this Agreement in conjunction with plural verbs and pronouns only as a grammatical convention. Such usage is not intended to alter the definition of "ORIOLES" set forth in the Definitions to this Agreement.)

Section 27.09. Effect of Drafting on Construction. No provision of this Agreement shall be construed against a party solely because that party or that party's counsel drafted such provision.

Section 27.10. Entire Agreement. This Agreement and all Exhibits attached to this Agreement contain the entire agreement between MSA and the ORIOLES. All prior agreements between MSA and the ORIOLES regarding the subject matter of this Agreement, other than those set forth or referred to in this Agreement, are superseded by this Agreement. References to the prior agreements between the parties which comprise the Memoranda are included in this Agreement solely for historical reference and for purposes of Section 30.03. If there is any inconsistency or conflict between such Memoranda and this Agreement, this Agreement shall supersede and shall be controlling between the parties. (For purposes of the preceding sentence, the omission of a provision from this Agreement that is found in the Memoranda shall be deemed a conflict or inconsistency.)

Section 27.11. Amendments to Agreement. All amendments or modifications to this Agreement shall be in writing and shall be executed by authorized representatives of both parties. Neither the ORIOLES nor MSA shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing and signed by an appropriate official on behalf of MSA or by an officer of the ORIOLES. The ORIOLES shall make such alterations, amendments or modifications of this Agreement as are reasonably necessary to facilitate the sale by MSA of its bonds or other financing by MSA in connection with the acquisition of the Camden Yards Site provided that such alterations, amendments and modifications do not result in any material change, to the

detriment of the ORIOLES, in the substance of the terms and conditions of this Agreement, including but not limited to, the parties' respective financial obligations under this Agreement and the requirements of Articles XXII (Covenant of Quiet Enjoyment) and XXIII (Subordination and Recording).

## ARTICLE XXVIII

### REPRESENTATIONS AND COVENANTS BY ORIOLES

Section 28.01. Representations by the ORIOLES as of the Effective Date. The ORIOLES represent and warrant the following as of the Effective Date of this Agreement:

1. Due Incorporation; Good Standing. The ORIOLES are a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland.

2. Authority; No Limitation on Ability to Perform. The ORIOLES are duly authorized and have the power and authority to enter into this Agreement and to carry out all of the terms and provisions of this Agreement. Subject to satisfaction of the requirements of Section 30.01 (Approval of American League), no rule, policy, constitution, by-law or agreement of the American League or Major League Baseball or of the charter or by-laws of the ORIOLES in force as of the Effective Date in any way prohibits, limits or otherwise affects the right or power of the ORIOLES to enter into and perform all of the terms and provisions of this Agreement, and neither the ORIOLES nor any of their officers, directors or controlling stockholders are party to any contract or agreement which could prohibit, limit or otherwise affect such performance. Except for the approval required by Section 30.01, the ORIOLES have obtained and presently possess all approvals, consents, and agreements from any and all persons and entities as may be required in order to bind the ORIOLES to the terms of this Agreement.

3. Valid Execution. The execution of this Agreement by the ORIOLES has been duly and validly authorized by all necessary corporate action in accordance with the Articles of Incorporation and by-laws of the ORIOLES. This Agreement is the valid and binding obligation of the ORIOLES, enforceable in accordance with its terms.

4. Compliance with Laws. The ORIOLES are in compliance as of the Effective Date with all material laws and regulations applicable to their use and occupancy of the Ballpark in accordance with the terms of this Agreement.

5. Good Standing in League. The Baltimore Orioles is an American League baseball team in good standing.

6. Baseball Franchise. The ORIOLES are the present lawful owner, holder and operator of the Baltimore Orioles franchise authorized to play Major League Baseball games in the City of Baltimore at the Ballpark in accordance with the terms and conditions of this Agreement.

7. Legal Opinion. Concurrently with their execution of this Agreement, the ORIOLES shall deliver to MSA a legal opinion of their counsel to the effect that (i) the ORIOLES are a corporation duly organized and in good standing under the laws of the State of Maryland, (ii) the ORIOLES have the power and authority to enter into this Agreement and to carry out all of the terms and provisions of this Agreement, and (iii) the execution of this Agreement has been duly and validly authorized by the ORIOLES.

Section 28.02. Covenants by the ORIOLES. The ORIOLES covenant and represent as follows, at all times from and after the Effective Date until the expiration or termination of this Agreement:

1. Due Incorporation; Good Standing. The ORIOLES shall be a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and in any other state under which the ORIOLES shall be organized or chartered during the Term.

2. Authority; No Limitation on Ability to Perform. No provision of any charter or by-law of the ORIOLES shall in any way prohibit, limit or otherwise affect the right or power of the ORIOLES to perform all of the terms and provisions of this Agreement, and neither the ORIOLES nor any of their officers, directors or controlling stockholders shall be party to any contract or agreement which would prohibit, limit or otherwise affect such performance.

3. Compliance with Laws. During the Term, the ORIOLES shall comply with all material laws and regulations applicable to their use and occupancy of the Ballpark in accordance with the terms of this Agreement.

4. Maintenance of Good Standing in League. The ORIOLES shall maintain the Baltimore Orioles as an American League baseball team in good standing.

5. Maintenance of Baseball Franchise. The ORIOLES shall hold, maintain, preserve and protect in full force and effect the Baltimore Orioles franchise authorized to play Major

League Baseball games in the City of Baltimore at the Ballpark in accordance with the terms and conditions of this Agreement.

## ARTICLE XXIX

### COVENANTS BY MSA

MSA covenants and represents as follows, as of the Effective Date and at all times from and after the Effective Date until the expiration or termination of this Agreement:

Section 29.01. Body Corporate and Politic. MSA is a validly existing body corporate and politic of the State of Maryland.

Section 29.02. Authority; No Limitation on Ability to Perform. MSA has the power and authority to enter into this Agreement, and to carry out and perform each of its obligations under this Agreement in full, subject to appropriations and the approval of the Maryland Board of Public Works as required by Section 30.02. As of the Commencement Date, there is no provision in the Act or in any law, ordinance, regulation or rule of any governmental authority which in any way limits the ability of MSA to carry out and perform each of its obligations under this Agreement.

Section 29.03. Valid Execution. This Agreement has been duly validly authorized and executed by MSA and, upon compliance with the provisions of Section 30.02, this Agreement shall be a valid and binding obligation of MSA, enforceable against MSA in accordance with its terms.

Section 29.04. Legal Opinion. Concurrently with the execution of this Agreement by MSA, MSA shall deliver to the ORIOLES a legal opinion of its counsel to the effect that (i) MSA is a validly existing body corporate and politic of the State of Maryland, (ii) MSA has the power and authority to enter into this Agreement and to carry out all of the terms and provisions of this Agreement, and (iii) the execution of this Agreement has been duly and validly authorized by MSA.

## ARTICLE XXX

### CONDITIONS SUBSEQUENT TO EXECUTION

Section 30.01. American League Approval. Promptly following the approval of this Agreement by MSA and the ORIOLES,

the ORIOLES shall submit this Agreement to, and request the approval of, the Commissioner of Major League Baseball and the President of the American League. If this Agreement is approved in its entirety by the Commissioner of Major League Baseball and the President of the American League, it shall become immediately effective and binding upon MSA and the ORIOLES, subject to the approval of the members of MSA and the Maryland Board of Public Works pursuant to Section 30.02. If this Agreement is not approved in its entirety by the Commissioner of Major League Baseball and the President of the American League, MSA and the ORIOLES shall promptly use their Best Efforts to mutually agree upon and execute a revised Agreement containing such modifications as may be mutually acceptable to MSA, the ORIOLES, the Commissioner of Major League Baseball and the President of the American League, until such revised Agreement is approved in its entirety in accordance with this Section 30.01.


**Section 30.02. Approval of Maryland Board of Public Works.** Promptly following the approval of this Agreement by MSA and the ORIOLES, and after the approval of this Agreement in accordance with Section 30.01, MSA shall submit this Agreement to, and request the approval of, the members of MSA and the Maryland Board of Public Works. If this Agreement is approved in its entirety by the Maryland Board of Public Works, it shall become immediately effective and binding upon MSA and the ORIOLES. If this Agreement is not approved in its entirety by the Maryland Board of Public Works, MSA and the ORIOLES shall promptly use their Best Efforts to mutually agree upon and execute a revised Agreement containing those modifications which shall be mutually acceptable to MSA, the ORIOLES and the Maryland Board of Public Works, until such revised Agreement is approved in its entirety in accordance with this Section 30.02.


**Section 30.03. Parties to be Bound by Memoranda Pending Approvals.** Until such time as this Agreement is approved in its entirety in accordance with this Article XXX, the Memoranda shall continue to be effective and binding upon MSA and the ORIOLES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

WITNESS:

MARYLAND STADIUM AUTHORITY

  
Bruce H. Hoffman, P.E.,  
Executive Director and  
Secretary

By:   
Herbert J. Belgrad,  
Chairman

WITNESS:

Aric R. Holsinger  
Aric Holsinger  
Vice President and Chief  
Financial Officer

THE ORIOLES, INC.

BY: Lawrence Lucchino  
Lawrence Lucchino  
President



**ACKNOWLEDGMENT**

STATE OF MARYLAND    )  
CITY OF BALTIMORE    )

ss:

On this 2 day of September, 1992, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, in and for the City of Baltimore, personally appeared Lawrence Lucchino, known to me (or satisfactorily proven) to be the person who name is subscribed to the foregoing Agreement (and the President of The Orioles, Inc., a Maryland Corporation), who acknowledged the execution of the foregoing Agreement as the duly authorized act and deed of The Orioles, Inc.

In witness whereof, I hereunto set my hand and official seal.

Jennifer S. Riggio  
Notary Public

Jennifer S. Riggio  
(Printed)

My Commission expires:

July 1, 1994



**EXHIBIT A**

**DESCRIPTION OF THE CAMDEN YARDS SITE**

The Camden Yards Site is the land in Baltimore City, Maryland known as "Camden Yards," consisting of the land bounded by Camden Street on the north, by Howard Street and Interstate 395 on the east, by Russell Street on the west and by Ostend Street on the south.

**EXCEPTIONS:**

The Camden Yards Site does not include the following parcels of land:

1. Those parcels of land bounded by Cross Street on the north, Interstate 395 on the east, Ostend Street on the south and Howard Street on the west. These parcels of land will be included in the Camden Yards Site if and when they are acquired by MSA.

2. The "LightNet property" at the northwest corner of Ostend Street and Howard Street.

3. All ownership interests in land which were retained by or reserved to CSXT under the CSXT Agreement for the CSXT main line track that runs through the Camden Yards Site.

4. The following public streets and highways and adjacent public sidewalks, and the rights of way for such public streets and highways:

- a. Hamburg Street;
- b. Interstate 395 and Interstate 395/Martin Luther King, Jr. Boulevard;
- c. Lee Street;
- d. All streets bordering the Camden Yards Site (that is, Russell Street, Camden Street, Howard Street/Interstate 395 and Ostend Street);
- e. All or portions of Howard Street (from the vicinity of the CSXT Railroad Tunnel Portal to Ostend Street);
- f. Cross Street (east of Howard Street); and
- g. West Street (east of Howard Street).

5. A portion of the bed of Henrietta Street and adjacent land beneath I-395, which will be used for approximately 30 parking spaces for the Congress Hall Inn.

6. The land owned by MSA (which is to be sold or otherwise transferred to the Maryland Department of Transportation) on which the Central Light Rail Line, the MARC commuter rail terminal and connecting tracks and the new MARC Camden Station Building (to be constructed) are located.

**EXHIBIT B**

**LIST OF THIRD PARTY RIGHTS**

As of the Commencement Date, the following Third Party Rights are those known by MSA to be in existence on the Camden Yards Site:

1. All Third Party Rights which are described in the CSXT Agreement (consisting primarily of easements over MARC railroad tracks and utility easements).
2. Pedestrian and vehicular access through the Camden Yards Site to and from (a) the MARC Camden Station, (b) the Central Light Rail Line's Camden Yards station, (c) railroad and rail transit tracks and (d) all other facilities related to the MARC and Light Rail systems, enabling public use of and operation and maintenance of such systems. Vehicular access through the Camden Yards Site for these purposes includes private automobiles, taxi cabs, trolleys, busses, and any vehicle used for maintenance and operations of such systems. Vehicles related to the operation and maintenance of these systems may be parked in the Warehouse South Lot as provided in the Parking Operation Plan described in Article VII of the attached Agreement, or, if required by an emergency, in any other area of the Camden Yards Site.
3. Various easements for utilities and railroad and highway facilities, and rights to enter property for maintenance, construction, reconstruction and repairs of such facilities, including, without limitation:
  - (a) the rights of the State and CSXT to gain access through the Parking Facilities to undertake necessary repairs and maintenance of railroad and transit facilities located within and adjacent to the Camden Yards Site which are owned and/or operated by the State or CSXT;
  - (b) the rights of the City, the Baltimore Gas and Electric Company, the C&P Telephone Company, and other private utility companies to gain access through the Camden Yards Site and use portions of the Camden Yards Site for repair, maintenance, and construction of utility systems traversing the Camden Yards Site, including those within the Eutaw Street Corridor; and

(c) the rights of the City, the State, and the Federal Highway Administration to gain access through and use portions of the Camden Yards Site for repair, maintenance, and construction of highway improvements related to Interstate Route 395/Martin Luther King, Jr. Boulevard.

4. An easement for public pedestrian access along the east side of Russell Street from Lee Street to Camden Street.

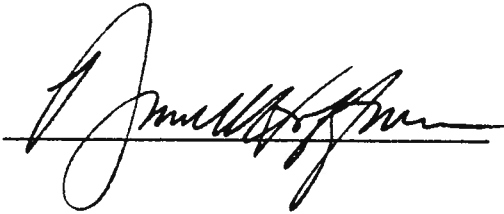
EXHIBIT C

MEMORANDUM OF EFFECTIVE DATE

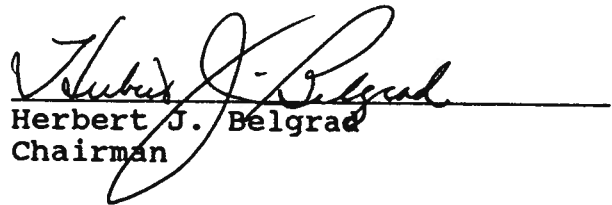
In accordance with Section 2.01 of the attached Agreement, MSA and the ORIOLES hereby agree and confirm that such Agreement shall be considered effective and binding upon MSA and the ORIOLES as of SEPTEMBER 2, 1992 (the "Effective Date"), by virtue of the parties' signatures to the Agreement and the satisfaction and fulfillment, as of the date specified above, of all of the conditions subsequent specified in Article XXX of the Agreement.

WITNESS:

MARYLAND STADIUM AUTHORITY

  
\_\_\_\_\_

By:

  
\_\_\_\_\_

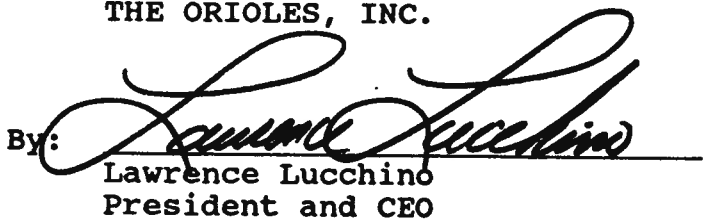
Herbert J. Belgrad  
Chairman

WITNESS:

THE ORIOLES, INC.

  
\_\_\_\_\_

By:

  
\_\_\_\_\_

Lawrence Lucchino  
President and CEO

**EXHIBIT D**

**RENT SCHEDULE**

The Rent Schedule (as defined in Section 4.04 of the Agreement) shall conform substantially to the format set forth in this Exhibit D, and shall contain the opinion of the ORIOLES' auditors that the total revenues set forth in the first column of the Rent Schedule present fairly, in all material respects, the revenues of the ORIOLES subject to the Rent for the period in question as provided in Article IV of the Agreement, and that the total Rent has been calculated in accordance with Article IV of the Agreement.

**EXHIBIT D**  
**RENT SCHEDULE**

<u>Revenue Category Subject to Rent</u>	<u>Total Revenues Subject to Rent</u>	<u>Rent % 'g</u>	<u>Amount Included in Rent Calculation</u>
<u>Admissions Receipts - Championship Season Games</u> (net of taxes, League share & visiting teams' shares)	\$ _____	7 %	\$ _____
<u>Admissions Receipts -All- Star, Post-Season and charity/exhibition Games</u> (\$5,000 each)	\$ 5,000 per Game x _____ Games	n/a	\$ _____
<u>Concession Revenues - Championship Season Games &amp; Baseball-Related Events:</u>			
Club Level Concession Items Not Sold in Grandstands	\$ _____	5 %	\$ _____
Waitered Service Concession Sales & Catered Events	\$ _____	3-1/3%	\$ _____
Private Suite Catering	\$ _____	4-1/6%	\$ _____
Tobacco Products	\$ _____	1-2/3%	\$ _____
Candy Products	\$ _____	2-1/2%	\$ _____
Specialty Novelty Sales	\$ _____	2-1/2%	\$ _____
Cafeteria & Deli Bar Sales	\$ _____	6-2/3%	\$ _____
All Other Concession Revenues	\$ _____	7-1/2%	\$ _____

<u>Revenue Category Subject to Rent</u>	<u>Total Revenues Subject to Rent</u>	<u>Rent % 's</u>	<u>Amount Included in Rent Calculation</u>
---	---------------------------------------	------------------	--

<b><u>Parking Revenues:</u></b>	\$ _____	50 %	\$ _____
Revenues: \$ _____			
Expenses: \$( _____ )			
Net: \$ _____			

<b><u>Ballpark Advertising Revenues:</u></b>	\$ _____	25 %	\$ _____
Revenues: \$ _____			
Expenses: \$( _____ )			
Net: \$ _____			

<b><u>Private Suite Licensing Revenues:</u></b>	\$ _____	10 %	\$ _____
Revenues: \$ _____			
P.S. Cost Payment: \$( _____ )			
P.S. Maint. Payment: \$( _____ )			
Base Ticket Prices: \$( _____ )			
Club Level Fees: \$( _____ )			
Parking Charges: \$( _____ )			
Admiss'n. Tax: \$( _____ )			
Net: \$ _____			

<b><u>Club Level License or Membership Fees</u></b>	\$ _____	7-1/2%	\$ _____
Revenues: \$ _____			
Base Ticket Prices For Club Level Tickets: \$( _____ )			
Net: \$ _____			

<b><u>TOTAL RENT</u></b>			\$ _____
--------------------------	--	--	----------



**EXHIBIT E**

**LIST OF ORIOLES' EXCLUSIVE YEAR-ROUND PREMISES**  
**AT ORIOLE PARK AT CAMDEN YARDS**

(Numbered Spaces Refer to Those in Architectural Drawings  
Entitled "Stadium Construction Bid Package #4, Architectural Drawings, June 15, 1990"  
and "Warehouse Construction Bid Package #3, Architectural Drawings, January 4, 1991")

---

<b><u>Location</u></b>	<b><u>Space Number</u></b>	<b><u>Description</u></b>
<hr/>		
<b><u>BALLPARK -</u></b>		
<b><u>SERVICE LEVEL</u></b>		
	1.25.01	Game Day PR Room
	1.27.05	Ball Girl Dressing Room
	1.27.06	Shower
	1.27.07	Mascot Dressing Room
	1.27.13	Family Waiting
	1.27.14	VIP Lounge
<b>Entire Oriole Clubhouse &amp; Dugout Access Area, Including:</b>	1.29.01	Corridor
	1.29.02	Equipment Storage
	1.29.03	Weight Room
	1.30.02	Hydrotherapy
	1.30.04	Treatment Room
	1.31.01	Trainers Dressing Room
	1.31.03	Trainers Office
	1.31.04	Corridor
	1.31.05	Conditioning Coach
	1.31.06	Trainers Storage (Players)
	1.32.06	Doctor's Office
	1.32.07	X-Ray
	1.32.21	Dentist
	1.32.03	Corridor
	1.32.02	Coaches Meeting Room
	1.32.01	Interview
	1.32.05	Club House Manager
	1.32.04	Laundry

---

**Location****Space Number****Description**

---

1.33.02	Clubhouse Locker Room
1.33.04	Meeting Room
1.32.11	Video
1.32.10	Manager
1.32.09	Toilet
1.32.13	Batting-Pitching Tunnels
1.32.12	Dugout Tunnel
1.32.15	Bat Swing Area
1.32.14	Baseball Storage
1.32.16	Bat Storage
1.32.17	Game Day Storage
1.32.22	Corridor
1.33.08	Corridor
1.33.05	Toilet
1.34.04	Shower
1.34.05	Kitchen
1.34.03	Janitor
1.35.02	Batting-Pitching Tunnels

**Groundskeeping Area,  
Including:**

1.42.01	Dirt
1.42.02	Sand
1.42.03	Clay
1.42.04	Storage
1.43.02	Toilet
1.43.03	Shower
1.43.08	Field Access
1.44.01	Lockers
1.44.02	Lockers
1.44.03	Kitchen/Lounge
1.44.04	Assist. Office
1.44.05	Shop
1.44.06	Grounds Keepers Office
1.45.01	Equip. Storage
1.45.02	Chemical Storage

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
<b><u>BALLPARK - MAIN CONCOURSE</u></b>		
	2.02.05	Tickets
	2.02.06	Storage
	2.02.03	Storage
	2.02.04	Tickets
	2.25.01	Fan Accommodation/Assistance Center
	2.25.03	Tickets
	2.25.02	Toilet
	2.38.02	Tickets
	2.38.05	Promo Storage
	---	Advance Sale Ticket Window (Location To Be Determined)
	2.38.04	Office

<b><u>BALLPARK - LOWER PRESS LEVEL</u></b>		
	3.25.02	Storage Cabinets in Writing Press Area

**BALLPARK -  
UPPER PRESS LEVEL**

Executive Suite, Including:	4.25.02	Conference
	4.25.05	Toilet
	4.25.11	Closet
	4.25.03	Office
	4.25.04	Hall
	4.25.07	Hall
	4.25.12	Closet
	4.25.08	Working Booth
	4.25.13	Working Booth
	4.25.14	Closet

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	4.25.09	Toilet
	4.25.01	Balcony (and patio below)
<b><u>BALLPARK - UPPER CONCOURSE</u></b>	6.26.06	Tickets
<b><u>WAREHOUSE - BASEMENT FLOOR PLAN - PART A</u></b>	0.01.01	Men-Pers Lockers
	0.01.02	Men
	0.01.03	Janitor Closet
	0.02.03	Women
	0.03.01	Women-Pers Lockers
	0.04.02	Storage
	0.05.01	Uniform Distrib.
	0.06.02	Payroll Officer
	0.07.02	Ticket Takers/Prkg
	0.08.03	Ushers
<b><u>WAREHOUSE - FIRST FLOOR PLAN - PART A</u></b>	1.01.01	Ticket Windows
	1.01.02	Closet
	1.01.03	Ticket Office
	1.01.04	Ticket Holding
	1.02.03	Vault Mgr.
	1.02.04	Vault
	1.03.02	Corridor
	1.03.03	Ticket Office (Toilet)
	1.04.01	Kitchen
	1.04.02	Ticket Ofc. Mgr.
	1.04.03	Corridor
	1.04.04	Work Room
	1.04.05	Toilet
	1.06.01	Ticket Printer
	1.06.02	Reception
	1.06.03	Customer Svc. (Ticket Storage)

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	1.07.01	Storage
	1.07.02	Entry
	1.07.03	Customer Svc. (Lobby)
	1.07.04	Customer Svc.
	1.07.05	Storage
	1.15.04	Clubhouse Stg.
	1.15.05	Storage
	1.16.01	Mail Room

**WAREHOUSE -**  
**SECOND FLOOR PLAN -**  
**PART A**

2.01.01	Office
2.01.02	Telemarketing
2.02.01	Office
2.02.02	Storage
2.02.03	Corridor
2.02.05	Office
2.03.02	Office
2.03.04	Closet
2.03.05	Office
2.04.01	Office
2.05.02	Reception
2.05.03	Secretary
2.06.01	Men
2.06.02	Women
2.06.04	Corridor
2.06.05	Closet
2.06.06	Manager's Ofc.
2.07.01	Lobby
2.07.02	DH Board Rm
2.08.01	Office
2.08.02	Copy Room
2.08.03	Telemarketing
2.08.04	Manager's Ofc.
2.08.05	Closet
2.08.06	Closet

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	2.09.01	Office
	2.09.02	Manager's Ofc.
	2.10.01	Office
	2.10.02	Office
	2.10.02	Storage
	2.10.03	Office
	2.10.04	Work Area
	2.10.05	Dir. of Sales
	2.10.06	Closet
	2.10.07	Slide Projector
	2.11.01	Office
	2.11.02	Closet
	2.11.03	Conference Rm
	2.12.01	Office
	2.12.02	Reception
	2.12.03	VP of Sales
	2.12.04	Office
	2.13.01	Office
	2.13.02	Office
	2.13.03	Waiting
	2.13.04	Employee Lounge
	2.14.03	Lobby
	2.15.01	Men
	2.15.02	Women
	2.15.03	Janitor Closet
	2.16.01	Reception
	2.16.02	Waiting
	2.18.01	Foyer
	2.18.02	Closet
	2.18.03	Conference Rm.
	2.19.01	Publications Dir.
	2.19.02	Closet
	2.19.03	Closet
	2.19.04	Work Area
	2.19.05	Public Rel Dir.
	2.19.06	Closet

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	2.19.07	Closet
	2.20.01	Publication Support
	2.20.02	Secretary
	2.20.03	Secretary
	2.20.04	Public Rel Support
	2.21.01	O's Production Asst.
	2.21.02	Secretary
	2.21.03	O's Production Dir.
	2.21.04	Closet
	2.21.05	Closet
	2.22.01	Commun Rel Asst.
	2.22.02	Secretary
	2.22.03	Commun Rel Dir.
	2.23.02	Corridor
	2.23.03	Storage
	2.23.04	Storage
	2.23.05	Support Staff
	2.24.01	Storage
	2.24.02	Video Library
	2.24.03	Closet
	2.24.04	Copy/Fax Rm
	2.25.01	Archive/Ref Rm
	2.25.02	Corridor
	2.27.01	Narration Rm
	2.27.02	Duplicating Rm
	2.27.03	Edit Ste
	2.27.04	Edit Ste.
	2.27.05	Edit Ste.
	2.28.01	Work Room
	2.28.02	Display Room
	2.28.03	Waiting

---

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

---

**WAREHOUSE - SECOND FLOOR**  
**PLAN - PART B**

2.29.01	Office
2.29.02	Stg.
2.29.03	Secretary
2.29.04	Events Dir.
2.30.01	Office
2.30.02	Storage
2.30.03	Storage
2.30.04	Conference Rm.
2.31.01	Office
2.31.02	Storage
2.31.03	Secretary
2.31.04	Marketing Dir.
2.32.02	Corridor
2.32.03	Office
2.32.04	Equip. Repair
2.33.01	Storage
2.33.02	Secretary
2.33.03	Comp Svc Asst Dir.
2.34.01	Corridor
2.34.02	Women
2.34.03	Men
2.34.04	Storage
2.34.05	Comp Svc Data Proc.
2.34.06	Comp Svc. Dir.
2.35.01	Mkg & Prom. Stg.

**WAREHOUSE - THIRD FLOOR**  
**PLAN - PART A**

3.01.01	Conference Rm
3.01.02	Auditor Rm
3.01.03	Computer Rm
3.01.04	Benefit Coord.
3.01.05	Corridor



<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	3.02.01	Long term Storage
	3.02.02	Stair A
	3.02.03	Ticket Audit
	3.02.04	Storage
	3.02.05	Office
	3.03.03	Copy/Fax
	3.03.04	File Rm
	3.04.01	Office
	3.04.02	Office
	3.05.02	Corridor
	3.05.03	Computer Rm
	3.06.01	Men
	3.06.02	Women
	3.06.04	Office
	3.07.01	Lobby
	3.07.02	Sec/Reception
	3.08.01	Lobby
	3.08.02	Corridor
	3.08.03	Supplies
	3.08.04	Purchasing
	3.08.05	Corridor
	3.08.06	Dir. Office
	3.09.01	Employee Lounge
	3.09.02	Resource/Conf. Rm
	3.10.01	BB Data Line
	3.10.02	Copy/stg.
	3.10.03	Fax
	3.10.04	Corridor
	3.10.05	Corridor
	3.11.01	Office
	3.11.02	Secretary
	3.11.03	Scouting Ofc.
	3.11.04	Bathroom
	3.11.05	Shower
	3.11.06	Bathroom
	3.12.01	Office

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	3.12.02	Secretary
	3.12.03	Minor League Ofc.
	3.13.01	Storage
	3.13.02	Corridor
	3.13.03	Waiting
	3.13.04	Entry
	3.13.05	Special Asst.
	3.14.03	Lobby
	3.15.01	Men
	3.15.02	Women
	3.15.03	Janitor Clst.
	3.16.01	Open Stair area
	3.18.01	Entry
	3.18.02	Closet
	3.18.03	Closet
	3.18.04	Conference Rm
	3.19.01	Club Manager
	3.19.02	Corridor
	3.19.03	Future Sec
	3.19.04	Closet
	3.19.05	Closet
	3.19.06	Asst. Gen Mgr.
	3.19.07	Bathroom
	3.19.09	Bathroom
	3.20.01	Travel Sec
	3.20.02	Spec Projects
	3.20.03	Secretary
	3.20.04	Storage
	3.20.05	Gen Manager
	3.21.01	Storage
	3.21.02	Board Room
	3.21.03	Catering/Coffee
	3.22.01	Toilet
	3.22.02	Closet
	3.22.03	Toilet
	3.22.04	Club President

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	3.23.01	Waiting
	3.24.01	Sec/Reception
	3.24.02	Ofc-VP Admin
	3.24.03	Corridor
	3.24.04	Secretary
	3.25.01	Copy/Fax
	3.25.02	Secretary
	3.25.03	Office-VP
	3.26.01	Secretary
	3.26.02	Office-VP
	3.26.03	Secretary
	3.27.01	Storage
	3.27.02	Corridor
	3.27.03	Office-S.VP
	3.28.01	Office-legal
	3.28.02	Secretary
	3.28.03	Storage
	3.28.04	Office-VP BA
	3.29.01	Office-legal
	3.29.02	Secretary
	3.29.03	Secretary
	3.30.01	Bathroom
	3.30.02	Bathroom
	3.30.03	Corridor
	3.30.04	Storage
	3.30.05	Fax
	3.30.06	Copy
	3.30.07	Storage
	3.31.01	Future Office including adjacent corridor

**WAREHOUSE - FOURTH FLOOR**  
**PLAN - PART A**

4.08.01	DH Club Stg.
4.10.01	DH Club
4.16.01	O's Adv. Mtg Rm.

---

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

---

**WAREHOUSE - FIFTH FLOOR**  
**PLAN - PART A**

5.16.01	Future Office (Entertainment)
5.18.01	Entry/Display
5.19.01	Corridor
5.19.02	Catering
5.19.03	Lobby
5.19.04	Conference
5.20.01	Bathroom
5.20.02	Bar
5.21.01	Entertainment (Sitting Room)
5.21.02	Bar
5.21.03	Office
5.21.04	Foyer
5.22.01	Toilet
5.22.02	Sitting (Office)
5.22.04	Archive Storage
5.23.02	Corridor

**EXHIBIT F**

**DESCRIPTION OF "NORTHERN PORTION" OF CSX WAREHOUSE  
(AS INCLUDED WITHIN DEFINITION OF "BALLPARK")**

(Numbered Spaces Refer to Those in Architectural Drawings Entitled  
"Warehouse Construction Bid Package #3, Architectural Drawings, January 4, 1991")

---

<b><u>Location</u></b>	<b><u>Space Number</u></b>	<b><u>Description</u></b>
------------------------	----------------------------	---------------------------

---

The "northern portion" of the CSX Warehouse includes all spaces or areas identified in Exhibit E (Orioles' Year-Round Premises) as well as the following additional areas:

**WAREHOUSE -  
BASEMENT LEVEL -  
PART A**

0.02.01	Stairs
0.02.02	Corridor
0.04.01	Stair Fan and Mechanical Room
0.06.01	Stairs
0.07.01	Lobby
0.08.01	Electrical
0.10.01	Hall of Fame Storage
0.11.01	Emergency Generator
0.12.01	Fire Pump
0.14.01	Stair Fan and Mechanical Room
0.14.02	Lobby
0.14.03	Stairs
0.15.01	Stair/Mechanical Room
0.19.02	Corridor
0.23.01	Mechanical
0.25.01	Men's Commissary Lockers
0.26.01	Men

**WAREHOUSE -  
BASEMENT LEVEL -  
PART B**

0.28.01	Women
0.28.02	Uniform Distribution
0.29.01	Women's Commissary Lockers

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	0.31.01	Electrical Room
	0.32.01	Mechanical Room
	0.33.01	ARA Office
	0.33.02	ARA Stadium Personnel Meeting Area
	0.35.01	Telephone
	0.35.02	Lobby
	0.36.01	Stairs
	0.36.03	Stair Fan

Stairs A-D

Elevators A-H (Elevator D = future elevator location)

**WAREHOUSE -**  
**FIRST FLOOR PLAN -**  
**PART A**

1.02.02	Corridor
1.03.01	Telephone/Electrical Room
1.05.01	Mechanical
1.06.04	Stairs
1.07.06	Entry/Lobby
1.09.01	Baseball Store
1.12.01	Baseball Store
1.14.01	Telephone/Electrical Room
1.14.02	Stairs
1.14.03	Lobby
1.14.04	Mechanical
1.15.01	Women
1.15.02	Men
1.15.03	Janitor's Closet
1.17.01	Security
1.18.01	Bambino's Pub
1.19.01	Bambino's Pub

---

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

---

**WAREHOUSE -**  
**FIRST FLOOR PLAN -**  
**PART B**

1.23.01	Mechanical
1.24.01	Men
1.24.02	Women
1.28.01	Pastimes Cafe
1.32.01	Mechanical
1.35.01	Corridor
1.35.02	Entry
1.35.03	Telephone
1.36.01	Stairs

**WAREHOUSE -**  
**SECOND FLOOR PLAN -**  
**PART A**

2.03.01	Telephone
2.05.01	Mechanical
2.06.01	Men
2.06.02	Women
2.06.03	Stairs
2.14.01	Telephone/Electrical
2.14.02	Stairs
2.14.04	Mechanical
2.23.01	Mechanical

**WAREHOUSE -**  
**SECOND FLOOR PLAN -**  
**PART B**

2.32.01	Mechanical
2.35.02	Telephone/Electrical
2.35.03	Lobby
2.36.01	Janitor's Closet
2.36.02	Stairs

---

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

---

**WAREHOUSE -**  
**THIRD FLOOR PLAN -**  
**PART A**

3.03.02	Telephone/Electrical
3.05.01	Mechanical
3.06.03	Stairs
3.14.01	Telephone/Electrical
3.14.02	Stairs
3.14.04	Mechanical

**WAREHOUSE -**  
**THIRD FLOOR PLAN -**  
**PART B**

3.32.01	Mechanical
3.35.02	Telephone/Electrical
3.35.03	Lobby
3.36.01	Janitor's Closet
3.36.02	Stairs

**WAREHOUSE -**  
**FOURTH FLOOR PLAN -**  
**PART A**

4.01.01	Future Office Space
4.02.01	Stairs
4.03.01	Telephone/Electrical
4.05.01	Mechanical
4.06.01	Men
4.06.02	Women
4.06.03	Stairs
4.07.01	Lobby
4.14.01	Telephone/Electrical
4.14.02	Stairs
4.14.03	Lobby
4.14.04	Mechanical
4.15.01	Men
4.15.02	Women



<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	4.15.03	Janitor's Closet
	4.19.01	Corridor
	4.19.02	Commissary Storage
	4.22.01	Mechanical
	4.23.01	Corridor
	4.23.02	Commissary Storage
	4.28.01	Central Kitchen

**WAREHOUSE -  
FOURTH FLOOR PLAN -  
PART B**

4.32.01	Mechanical
4.32.02	Access to Club Level
4.35.01	Telephone/Electrical
4.35.02	Corridor
4.36.01	Stairs

**WAREHOUSE -  
FIFTH FLOOR PLAN -  
PART A**

5.01.01	Future Office Space
5.02.01	Stairs
5.03.01	Telephone/Electrical
5.05.01	Mechanical
5.06.01	Men
5.06.02	Women
5.06.03	Stairs
5.06.04	Corridor
5.07.01	Lobby
5.08.01	Future Office
5.14.01	Telephone/Electrical
5.14.02	Stairs
5.14.03	Lobby
5.14.04	Mechanical
5.15.01	Men
5.15.02	Women
5.15.03	Janitor's Closet
5.22.03	Corridor

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	5.23.01	Mechanical
	5.24.01	Corridor
	5.24.02	Corridor
	5.29.01	Future Production Studio

**WAREHOUSE -  
FIFTH FLOOR PLAN -  
PART B**

5.31.01	Corridor
5.31.02	Corridor
5.32.01	Mechanical
5.32.02	Telephone
5.33.01	Future Storage
5.34.01	Men
5.35.01	Women
5.35.02	Telephone/Electrical
5.35.03	Lobby
5.36.01	Janitor's Closet
5.36.02	Stairs

**WAREHOUSE -  
SIXTH FLOOR PLAN -  
PART A**

6.01.01	Future Office Space
6.02.01	Stairs
6.03.01	Telephone/Electrical
6.05.01	Mechanical
6.06.01	Stairs
6.06.02	Men
6.06.03	Women's
6.07.01	Lobby
6.10.01	Corridor
6.10.02	Future Office Space
6.14.01	Telephone/Electrical
6.14.02	Stairs
6.14.03	Corridor
6.14.04	Mechanical

---

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

---

	6.15.01	Men
	6.15.02	Women
	6.15.03	Janitor's Closet
	6.16.01	Future Office
	6.19.01	Banquet Room
	6.19.02	Corridor
	6.19.03	Corridor
	6.23.01	Warming Kitchen

**WAREHOUSE -**  
**SIXTH FLOOR PLAN -**  
**PART B**

	6.30.01	Future Office Space
	6.31.02	Corridor
	6.32.01	Mechanical
	6.33.01	Future Office Space
	6.35.01	Telephone/Electrical
	6.35.02	Janitor's Closet
	6.36.01	Stairs

**WAREHOUSE -**  
**SEVENTH FLOOR PLAN -**  
**PART A**

		Camden Club
	7.01.01	Future Office
	7.02.01	Stairs
	7.03.01	Telephone/Electrical
	7.03.07	Telephone/Electrical
	7.05.01	Mechanical
	7.06.02	Men
	7.06.03	Women
	7.06.04	Corridor
	7.07.01	Lobby

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
-----------------	---------------------	--------------------

	7.14.01	Mechanical
	7.14.02	Lobby
	7.14.03	Electrical
	7.14.04	Stairs
	7.15.01	Women
	7.15.02	Men
	7.19.01	Future Expansion

**WAREHOUSE -**  
**SEVENTH FLOOR PLAN -**  
**PART B**

	7.28.01	Future Expansion
	7.30.07	Future
	7.32.01	Mechanical
	7.32.02	Warming Kitchen
	7.34.01	Women
	7.34.02	Men
	7.35.02	Lobby
	7.36.01	Janitor Closet
	7.36.02	Stairs
	7.35.01	Telephone/Electrical

**WAREHOUSE -**  
**EIGHTH FLOOR PLAN -**  
**PART A**

	8.01.01	Future Office Space
	8.02.01	Stairs
	8.03.01	Telephone/Electrical
	8.04.01	Mechanical
	8.06.01	Men
	8.06.02	Women
	8.07.01	Lobby
	8.10.01	Future Office Space
	8.14.01	Telephone/Electrical
	8.14.02	Stairs
	8.14.03	Lobby

<u>Location</u>	<u>Space Number</u>	<u>Description</u>
	8.14.04	Mechanical
	8.15.01	Men
	8.15.02	Women
	8.15.03	Janitor's Closet
	8.19.03	Stadium Club Ceiling Area
	8.22.01	Mechanical
<u>WAREHOUSE -</u>		
<u>EIGHTH FLOOR PLAN -</u>		
<u>PART B</u>		
	8.28.01	Future Office Space
	8.31.01	Mechanical
	8.34.01	Men
	8.35.01	Women
	8.35.02	Telephone/Electrical
	8.35.03	Lobby
	8.36.01	Janitor's Closet
	8.36.02	Stairs

**EXHIBIT G**

**MSA's EXCLUSIVE YEAR-ROUND PREMISES**  
**AT ORIOLE PARK AT CAMDEN YARDS**

(Numbered Spaces Refer to Those in Architectural Drawings entitled  
"Stadium Construction Bid Package #4, Architectural Drawings, June 15, 1990" and  
"Warehouse Construction Bid Package #3, Architectural Drawings, January 4, 1991")

---

<b><u>Location</u></b>	<b><u>Space Number</u></b>	<b><u>Description</u></b>
<b><u>BALLPARK -</u></b>		
<b><u>SERVICE LEVEL</u></b>		
	1.26.07	Storage
	1.27.01	Communication/Storage
	1.33.09	Storage
	1.38.02	Security
	1.39.03	Site Maintenance
	Column	Central Parking
	Line 37	H.M. Stevens
<b><u>BALLPARK -</u></b>		
<b><u>MAIN CONCOURSE</u></b>		
	2.01.02	Storage
	2.16.02	Storage Space Accessed by Panel Under Stair #2
	2.22.02	Storage Space Accessed by Panel Under Stair #3
	2.30.02	Storage Space Accessed by Panel Under Stair #4
	2.39.03	Storage Space Accessed by Panel Under Stair #5

**WAREHOUSE -**  
**BASEMENT LEVEL**

0.15.01	Cleaning Office (labelled as "TV Production Studio")
0.19.01	Electrician Shop
0.20.01	Plumbing Shop
0.22.01	Carpentry Shop
0.24.01	Paint Storage

**EXHIBIT H**

**EXCLUDED PREMISES**

**(Areas Not Included in Definition of "Ballpark")**

"Excluded Premises" shall mean all space in the "southern end" of the CSX Warehouse, consisting of all space on all floors, from the basement through and including the eighth floor, located south of Column Line W-37, in the areas also commonly known as "Building E" and "Building F."





AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce Hoffman  
Executive Director  
Maryland Stadium Authority  
Suite 2450  
The World Trade Center  
Baltimore, Maryland 21202

Re: Seating Configuration

Dear Bruce:

This letter is to confirm that the Orioles have previously concurred in the seating configuration of the ballpark and the resulting orientation of the seats. Thus the Orioles will not treat as a "defect" (for purposes of MSA's "Repair" obligations under our lease or for any other purpose) the fact that some views from terrace box seats are limited by the club level overhang and not all seats are oriented toward second base.

Sincerely,

Janet Marie Smith  
Vice President  
Planning and Development

JMS/ee

cc: Larry Lucchino  
Herb Belgrad



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce Hoffman  
Executive Director  
Maryland Stadium Authority  
World Trade Center, Suite 2450  
Baltimore, MD 21202

Re: Post Opening Items

Dear Bruce:

For purposes of Section 3.05 of our lease, we agree that the following are Post-Opening Items. These are in addition to the punch list items which MSA has committed to finalize. We have agreed that these items will be completed before the beginning of the 1993 baseball season.

1. Insulate mechanical systems or reduce noise at the last row of terrace box seating. (8 locations)
2. Install cup holders on the front row of the club level.
3. Install water fountains and increase efficiency of restrooms on the club level.
4. Take reasonable steps to improve heating in cooler months on lower press level.
5. Add two "Advance Ticket" windows on the main concourse.
6. Add adequate lighting at Warehouse ticket windows so that Oriole personnel can see customers.
7. Install insulation and take reasonable steps to reduce summer temperature in batting and pitching tunnels.

Sincerely,

Janet Marie Smith  
Vice President  
Planning and Development

Accepted:

Bruce H. Hoffman  
Executive Director  
Maryland Stadium Authority

JMS/ee

cc: Larry Lucchino  
Herb Belgrad



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce H. Hoffman  
Executive Director  
Maryland Stadium Authority  
Suite 2450  
World Trade Center  
Baltimore, MD 21202

Dear Bruce:

In order to resolve the parties respective obligations to pay certain disputed construction items, the Orioles have agreed to pay the Authority \$55,129.00. In addition, there are several outstanding invoices of the Orioles totaling \$101,876.00, the Authority \$108,626.00 which the parties have agreed to pay in the amount invoiced. These amounts will be paid by the parties on or before October 2, 1992. The parties agree to share 50/50 the costs of the warning signs in the ballpark.

Sincerely,

Janet Marie Smith  
Vice President  
Planning and Development

JMS/ee

Accepted:

  
Bruce H. Hoffman  
Date: 9/2/92



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce H. Hoffman, P.E.  
Executive Director  
Maryland Stadium Authority  
World Trade Center-Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Parking Lot Advertising

Dear Bruce:

In accordance with Section 11.02.2 of our lease, (Advertising Displays Requiring MSA's Concurrence), this letter is to confirm our recent conversations in which MSA approved the Orioles proposal to install advertising panels on the eight concrete piers supporting Martin Luther King Blvd., along the pedestrian spine. The advertising panels will be similar in size, style and materials to those in the main concourse. We will work with MSA and any other appropriate agency in order to have these installed with electrical hook-ups for lighting, before the 1993 Baseball Season begins.

The expenses and revenues associated with this proposal shall be in accordance with Section 4.03 (Calculations and Payment of Rent) and Section 11.02.04 (Erection of Additional Advertising Panels) of our lease. The expenses of this construction which are estimated to be \$50,000 and include the panel, lighting and electrical hook-ups, will be deducted from the gross advertising proceeds which are estimated to be \$60,000 annually.

We believe this will make this pedestrian area more colorful and inviting, in addition to creating an attractive advertising location.

Sincerely,

*Janet Marie Smith*

Janet Marie Smith  
Vice President  
Planning and Development

Accepted:

*Bruce H. Hoffman*

Bruce H. Hoffman, P.E.  
Date: 9/2/92

cc: Larry Lucchino  
Herb Belgrad  
David Chapin  
David Cope



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

ARIC R. HOLSINGER, CPA  
Vice President of Finance

September 2, 1992

Bruce H. Hoffman, P.E.  
Executive Director  
Maryland Stadium Authority  
World Trade Center - Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Effect of "In-Trade" Transactions on Rent Calculation

Dear Bruce:

This letter will confirm how the Orioles agree to handle, for purposes of the calculation of the rent under our lease, transactions in which the Club provides a third party with admissions tickets, club lounge memberships, free parking passes, use of private suites, concessions or advertising signage "in trade."

1. The Orioles will include in the rent calculation the revenue that would otherwise be included in the rent from the sale of an item given out "in trade" if that item's sale would otherwise generate more than \$3,000 in such revenue. We will use this amount as the standard for whether individual in-trade transactions have a material effect on the rent. We will adjust this standard over time by the same percentage of any increase in the Orioles' gross ticket revenue per capita at capacity. We will limit the number of individual transactions that fall below this standard to a maximum of 25 for any given year.

2. The revenue that the Club would otherwise receive from the sale of items given "in trade" will not be included in the rent calculation if the "in-trade" arrangement is part of the following kinds of transactions:

(a) Transactions in which the Club receives at least equivalent revenue in return that is already subject to the rent (such as revenue from the sale of ballpark advertising);

Bruce H. Hoffman, P.E.  
September 2, 1992  
Page 2

(b) The Club's existing and future agreements with its radio and television broadcasters (currently, HTS, WMAR, WBAL and WTOP), or with Orioles executives, so long as any "in-trade" aspects of such future agreements are consistent with the Club's current practices concerning these agreements;

(c) The ballpark advertising signage that the Club is required to provide annually, at no charge, to the Maryland State lottery;

(d) Agreements made with MSA's advance knowledge and approval in order to obtain equipment or services for the mutual benefit of MSA and the Orioles (i.e., for 1992, the Club's agreement with Sony for televisions and cabling for the ballpark, and our in-trade agreements with Toro and other companies which reduced the ultimate cash cost shared by MSA and the Orioles for equipment for the playing field); and

(e) Transactions in which admissions tickets (and related parking), club level memberships, private suites, and/or advertising are provided "in trade" because the Orioles reasonably determine in good faith that these items will not be otherwise sold, despite the Club's best efforts to sell them. This exception will allow the Club to protect its interests in years when attendance falls or the Club encounters difficulty in marketing all advertising signage, private suites, or club level seats, whether on a full-season or day-of-Game basis. If the Club cannot sell these items due to market conditions, making them available to third parties "in trade" will have no impact on the rent calculation (because these items are not revenue-generating). However, by making them available through in-trade transactions, the Club can ensure that these items are not under-utilized, thereby ultimately serving our mutual goals of promoting baseball attendance, promoting concession sales, and maintaining general interest in the ballpark. For purposes of this exception, we will not provide advertising signage "in trade" to third parties unless that signage remains unsold, despite the Club's best efforts, as of March 31. Admissions tickets and day-of-game club level memberships will not be given out in-trade unless the paid attendance for that game is reasonably expected to be less than 41,500.

Sincerely,



Aric Holsinger  
Vice President/Chief Financial  
Officer

**The American League of Professional Baseball Clubs**



**ROBERT W. BROWN, M.D.**  
President

September 2, 1992

Larry Lucchino  
President and Chief Executive Officer  
Oriole Park at Camden Yards  
333 West Camden St.  
Baltimore, MD 21201

Herbert J. Belgrad, Esq.  
Chairman  
Maryland Stadium Authority  
World Trade Center, Suite 2450  
401 East Pratt Street  
Baltimore, MD 21202

Gentlemen:

On behalf of the American League and the Commissioner's Office, we are pleased to advise you of our approval of the Agreement regarding Oriole Park at Camden Yards in the form presented to us, subject to the execution by the Maryland Stadium Authority of the letter from the Orioles setting forth clarifications regarding: (i) expenses associated with the All-Star Game; (ii) gambling activities in the ballpark; and (iii) scheduling parity with NFL football games.

Very truly yours,

On behalf of the President,  
American League:

*Robert W. Brown, M.D.*

On behalf of the Commissioner,  
Major League Baseball:

*[Signature]*



RESOLUTION OF THE MARYLAND STADIUM AUTHORITY

WHEREAS, the Maryland Stadium Authority (the "Authority") is a body corporate and politic and instrumentality of the State of Maryland (the "State") and a public corporation created under the Maryland Stadium Authority Act, Sections 13-701 et seq. of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the "Act") and an independent unit in the Executive Branch of State Government; and

WHEREAS, Section 13-708(7) of the Act empowers the Authority, subject to the provisions of Section 13-711 of the Act, to acquire, hold, lease, use, encumber, transfer, or dispose of real and personal property; and

WHEREAS, Section 13-708(8) of the Act empowers the Authority to enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers in the Act to accomplish the purposes of the Authority; and

WHEREAS, the Authority and The Orioles, Inc., a Maryland corporation (the "Orioles"), propose to enter into a certain "Agreement Regarding Oriole Park at Camden Yards" (the "Agreement"), a copy of which has previously been provided to the members of the Authority, pursuant to which the Authority agrees to lease Oriole Park at Camden Yards to the Orioles in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, a copy of the Agreement has previously been provided to the members of the Authority;

NOW, THEREFORE, PURSUANT TO AND IN ACCORDANCE WITH THE ACT;

Section 1. BE IT RESOLVED BY THE AUTHORITY, That the execution and delivery of the Agreement in the form presented to the Authority is hereby authorized and approved, and the Chairman and the Executive Director are each hereby authorized to execute and deliver, in the name of and on behalf of the Authority, the Agreement in the form approved by this Resolution.


Section 2. AND BE IT FURTHER RESOLVED BY THE AUTHORITY, That this Agreement in the form approved by the Authority be deposited among the records of the Authority and maintained by the Secretary.


Section 3. AND BE IT FURTHER RESOLVED BY THE AUTHORITY, That this Resolution shall take effect from the date of its adoption.

ADOPTED, this 2nd day of September, 1992.

WITNESS:

MARYLAND STADIUM AUTHORITY

  
BY: Bruce H. Hoffman  
Executive Director  
and Secretary

  
Herbert J. Belgrad,  
Chairman



OFFICES OF  
THE ATTORNEY GENERAL



ALISON L. ASTI  
ASSISTANT ATTORNEY GENERAL  
PRINCIPAL COUNSEL

J. JOSEPH CURRAN, JR.  
ATTORNEY GENERAL  
JUDSON P. GARRETT, JR.  
RALPH S. TYLER  
DEPUTY ATTORNEYS GENERAL

**STATE OF MARYLAND**  
**MARYLAND STADIUM AUTHORITY**

Suite 2450, World Trade Center  
401 EAST PRATT STREET  
BALTIMORE, MARYLAND 21202-3022  
(301) 333-1560

September 2, 1992

The Orioles, Inc.  
Oriole Park at Camden Yards  
333 West Camden Street  
Baltimore, MD 21201

Gentlemen:

This opinion is rendered in my capacity as Principal Counsel to the Maryland Stadium Authority (the "Authority") with respect to the execution and delivery of the "Agreement Regarding Oriole Park at Camden Yards" between the Authority and the Orioles, Inc. of event date.

In rendering this opinion, I have examined the Maryland Stadium Authority Act, codified at Subtitle 7 of Title 13 of the Financial Institutions Article of the Annotated Code of Maryland, a Resolution adopted by the Authority of even date, and such other documents and records as I have deemed appropriate.

Based on the examination, I am of the opinion that:

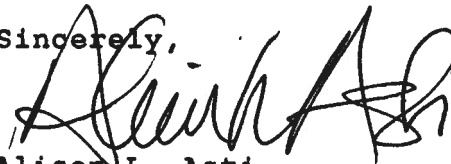
(a) The Authority is a validly existing body corporate and politic of the State of Maryland.

Opinion  
Page 2  
September 2, 1992

(b) The Authority has the power and authority to enter into this Agreement and to carry out all of the terms and provisions of this Agreement.

(c) The execution of this Agreement has been duly and validly authorized by the Authority.

Sincerely,



Alison L. Asti  
Principal Counsel

ALA:dmm

THIS IS AN ADVICE OF COUNSEL AND NOT AN  
OPINION OF THE ATTORNEY GENERAL

m:\dmm\opinion

LAW OFFICES  
**WILLIAMS & CONNOLLY**

725 TWELFTH STREET, N.W.

WASHINGTON, D. C. 20005

(202) 434-5000

FAX (202) 434-5029

EDWARD BENNETT WILLIAMS (1920-1988)  
PAUL R. CONNOLLY (1922-1978)

VINCENT J. FULLER  
RAYMOND W. BERGAN  
JEREMIAH C. COLLINS  
ROBERT L. WEINBERG  
DAVID POVICH  
STEVEN M. UMIN  
JOHN W. VARDAMAN  
PAUL MARTIN WOLFF  
J. ALAN GALBRAITH  
JOHN G. KESTER  
WILLIAM E. MCDANIELS  
BRENDAN V. SULLIVAN, JR.  
AUBREY M. DANIEL, III  
RICHARD M. COOPER  
GERALD A. FEFFER  
ROBERT P. WATKINS  
JERRY L. SHULMAN  
LAWRENCE LUCCHINO  
LEWIS H. FERGUSON, III  
ROBERT B. BARNETT

DAVID E. KENDALL  
GREGORY B. CRAIG  
JOHN J. BUCKLEY, JR.  
TERRENCE O'DONNELL  
DOUGLAS R. MARVIN  
JOHN K. VILLA  
BARRY S. SIMON  
KEVIN T. BAINE  
STEPHEN L. URBANCZYK  
PHILIP J. WARD  
FREDERICK WHITTEN PETERS  
PETER J. KAHN  
JUDITH A. MILLER  
LON S. BABBY  
SCOTT BLAKE HARRIS  
MICHAEL S. SUNDERMEYER  
JAMES T. FULLER, III  
DAVID D. AUFHAUSER  
BRUCE R. GENDERSON  
CAROLYN H. WILLIAMS

F. LANE HEARD III  
STEVEN R. KUNEY  
ROBERT S. LITT  
GERSON A. ZWEIFACH  
SARAH HELENE DUGGIN  
PAUL MOGIN  
DANIELA WINKLER  
HOWARD W. GUTMAN  
NANCY F. PREISS  
RICHARD S. HOFFMAN  
PAULA MICHELE ELLISON  
STEVEN A. STEINBACH  
MARK S. LEVINSTEIN  
MARY G. CLARK  
VICTORIA L. RADD  
DANIEL F. KATZ  
NICOLE K. SELIGMAN  
ROBERT M. KRASNE  
KATHLEEN L. BEGGS  
SVEN ERIK HOLMES

September 2, 1992

Maryland Stadium Authority  
World Trade Center - Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Agreement Regarding Oriole Park at Camden Yards (the "Lease") between The Maryland Stadium Authority ("MSA") and The Orioles, Inc. (the "Orioles")

Ladies & Gentlemen:

We have acted as counsel to the Orioles in connection with the negotiation, execution and delivery of the Lease. This opinion is delivered to you pursuant to Section 28.01-7 of the Lease. Capitalized terms for which meanings are provided in the Lease, unless otherwise defined herein, are used with such meanings.

This Opinion is solely for your benefit in connection with the Lease. This Opinion may not be relied upon nor may copies be delivered to any other person or entity or used for any other purpose without our prior written consent.

We are members of the Bar of the District of Columbia, and certain members of our firm are members of the Bar of the State of Maryland, but for purposes of this opinion we do not hold ourselves out as experts on, nor do we express any opinion as to or with respect to the applicability of the laws of, any jurisdiction other than the corporation laws of the State of Maryland and the United States. We do not express any opinion regarding compliance with or violations of any state or federal securities, tax, pension, or antitrust laws or regulations. This opinion is given as of and based upon the laws in effect on the date hereof, and we undertake no responsibility to update it with respect to any subsequent changes in law or circumstance.

Maryland Stadium Authority  
September 2, 1992  
Page 2

Each assumption stated or described in this Opinion is made with your express consent and approval. However, with respect to the assumptions we have made, to our knowledge there is no information which conflicts with such assumptions or which would make such reliance unwarranted. Unless otherwise specified, the words "herein," "hereof" and the like shall refer to this entire Opinion and not merely to the paragraph in which it is used.

In rendering this opinion, with your approval we have reviewed and relied upon only (a) the Lease; (b) the Officer's Certificate of the Orioles dated the date hereof (a copy of which is attached hereto as Exhibit A); (c) the Assistant Secretary's Certificate of the Orioles dated the date hereof (a copy of which is attached hereto as Exhibit B); and (d) a long form good standing certificate from the Maryland State Department of Assessments and Taxation dated August 26, 1992 with regard to the Orioles.

With your approval, in our examination we have assumed, without independently confirming: (a) the due authorization, execution and delivery of the Lease by all parties thereto other than the Orioles; (b) the full corporate power and authority of all parties to the Lease, other than the Orioles, to execute, deliver, and perform; (c) the binding effect and enforceability of the Lease against all parties thereto; (d) the due organization and valid existence of all parties to the Lease other than the Orioles in their jurisdictions of organization and their good standing in all relevant jurisdictions; (e) the fulfillment of and compliance with all provisions of the Lease by all parties thereto, except that we are not assuming that the legal conclusions, if any, made in any of the Orioles's representations or warranties are correct; (f) that the Lease (except as specifically provided therein) is the only agreement between the MSA and the Orioles regarding its subject matter, and no terms of the Lease have been waived, amended, supplemented, or modified, whether by express agreement, by course of dealings among such parties or otherwise; and (g) the genuineness of all signatures (other than those on behalf of the Orioles on the Lease), the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, and the authenticity of the originals from which any such copies were made.

We have also assumed without further investigation that all certificates and other documentation provided to us by the Orioles and by public officials are true, complete and not

Maryland Stadium Authority  
September 2, 1992  
Page 3

misleading and that all assumptions of fact set forth therein and herein are and remain true and valid.

Subject to the foregoing, we render the following opinions:

1. The Orioles, Inc. is a corporation duly organized and validly existing in good standing under the laws of the State of Maryland and has full corporate power and authority to carry on its business as presently conducted, and to enter into and perform its obligations under the Lease.

2. The Orioles have taken all necessary corporate action to authorize the execution, delivery and performance of the Lease.

The opinions expressed herein are limited to the matters expressly set forth herein, and no opinion is to be inferred or implied beyond the matters so stated. This Opinion is given as of, and based upon the laws in effect on, the date hereof, and we expressly disclaim any obligation to update this Opinion or to give notice to you of any future change in fact or law that might affect the opinions set forth herein.

Very truly yours,



WILLIAMS & CONNOLLY

**OFFICER'S CERTIFICATE  
THE ORIOLES, INC.**

I, Robert A. Crisafulli, Jr., am providing this certificate in connection with the opinion Williams & Connolly is providing to the Maryland Stadium Authority in connection with the Agreement Regarding Oriole Park Camden Yards between The Maryland Stadium Authority and The Orioles, Inc. (hereinafter, the "Lease") dated September 2, 1992 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning ascribed to such term in the Lease. Unless otherwise specified, the words "herein," "hereof" and the like shall refer to this entire certificate and not merely the paragraph in which it is used.

In connection with this certificate I have reviewed the Lease. I have also reviewed originals or copies of such other agreements, certificates, instruments and documents as I have determined appropriate with respect to giving this certificate.

I hereby certify and represent to you as follows:

1. I am the duly elected Treasurer of The Orioles, Inc. In such capacity, I am familiar with the operations of The Orioles, Inc. and the matters referred to herein.

2. The Orioles, Inc. has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Maryland, has full corporate power and authority to own, lease and operate its properties and to carry on its business as presently conducted, and is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership of property, leasing of property, or the conduct of business, except where the failure to so qualify would not have a material adverse effect on the business operations or financial condition of The Orioles, Inc.

3. (a) There was or is no misrepresentation, omission, or deceit by The Orioles, Inc. with respect to the negotiation, execution, delivery or performance of the Lease, or with respect to the negotiation or performance of any oral agreement relating thereto; and

(b) the representations, warranties, covenants, and agreements of The Orioles, Inc. contained in the Lease were accurate and complete on the date made, and are accurate and complete on and as of the date hereof. To my knowledge, the Lease neither contains any untrue statement of fact nor omit to state a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. To my knowledge, no order, consent or other authorization or approval of any court, public board or governmental agency is legally required for the execution, delivery and performance by The Orioles, Inc.

5. None of the execution, delivery and performance by The Orioles, Inc. of the Lease, nor the fulfillment of the terms thereof, will conflict with, result in a breach of, or constitute a default under the Articles of Incorporation or the Bylaws of The Orioles, Inc., as amended from time to time, or any of the terms of (a) any material indenture or other agreement or instrument to which The Orioles, Inc. is a party or by which it is bound, or (b) any judgment, order or decree, known to me to be applicable to The Orioles, Inc., of any court, regulatory body or other governmental instrumentality having jurisdiction over The Orioles, Inc. except in the cases of clauses (a) and (b) for defaults, breaches, or violations that do not, in the aggregate, have a material adverse effect on The Orioles, Inc.

6. To my knowledge there is no legal or governmental proceeding pending or threatened to which The Orioles, Inc. is, or is threatened to be, a party or of which the business or property of The Orioles, Inc. is, or is threatened to be, the subject and in either case is material to the business or financial condition of The Orioles, Inc.

7. To my knowledge, The Orioles, Inc. has obtained all material licenses, permits and other governmental authorizations which are necessary to conduct its business, and such licenses, permits and other government authorizations are in full force and effect.

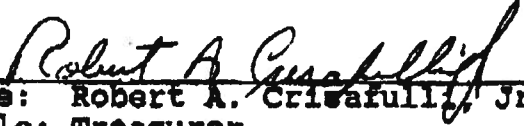
8. To my knowledge, The Orioles, Inc. is in compliance with all laws, rules, regulations and statutes of the United States or any other jurisdiction to which it is subject.

9. The Orioles, Inc. has all material licenses, permits and other governmental authorizations that are required to enter into the transactions contemplated by the Lease.

10. To my knowledge there are no civil or criminal actions, suits, arbitrations, administrative or other proceedings or governmental investigations pending, or any threats of any of the foregoing, against or affecting The Orioles, Inc. which will constitute a breach of any of the representations, warranties or covenants of The Orioles, Inc. in the Lease, or will prevent The Orioles, Inc. from performing its obligations under the Lease.

11. To my knowledge, there is no bankruptcy, reorganization or similar proceeding pending, being contemplated by, or threatened against The Orioles, Inc.

IN WITNESS WHEREOF, I have executed this certificate as  
of this 1 day of September, 1992.

  
Name: Robert A. Crisafulli, Jr.  
Title: Treasurer



THE ORIOLES, INC.

Assistant Secretary's Certificate

I, Robert A. Crisafulli, Jr., hereby certify that I am a duly elected Assistant Secretary of The Orioles, Inc., a Maryland corporation (the "Orioles"), and further certify that:

1. There has been no amendment or other document filed affecting the Articles of Incorporation of the Orioles since June 26, 1989, and the only such amendment authorized by the Board of Directors of the Orioles since June 26, 1989 is to reflect a change of address.

2. No event has occurred since August 26, 1992 that has adversely affected the good standing of the Orioles under the laws of the State of Maryland.

3. No proceedings looking toward liquidation or dissolution of the Orioles are pending or contemplated.

4. The minute book records of the Orioles relating to the proceedings of the stockholders and the Board of Directors of the Orioles made available to Williams & Connolly are true and correct and constitute all such records to date.

5. Attached hereto as Exhibit I is a true and correct copy of resolutions duly adopted by the Board of Directors of the Orioles by unanimous written consent as of September 1, 1992; the resolutions set forth in said Exhibit I constitute all resolutions of said Board of Directors regarding the Agreement Regarding Oriole Park at Camden Yards (the "Lease") between the Maryland Stadium Authority ("MSA") and the Orioles; and the instruments referred to in said resolutions were executed pursuant thereto and in compliance therewith.

6. Attached hereto as Exhibit II is a true and correct copy of the Bylaws of the Orioles which were in force at all times since August 26, 1992 and which are in full force and effect on the date hereof.

7. The Lease has been executed by the Orioles pursuant to and in compliance with the resolutions of the Board of Directors set forth in Exhibit I hereto.

8. The following persons are members of the Board of Directors of the Orioles and comprise the entire Board of Directors as of the date hereof:

Eli S. Jacobs  
Lawrence Lucchino  
R. Sargent Shriver  
Robert A. Crisafulli, Jr.  
Jeffrey Rosen  
Michael S. Shein  
Ralph Bachenheimer

9. The following persons are officers of the Orioles as of the date hereof:

Eli S. Jacobs	Chairman of the Board and Assistant Secretary
Lawrence Lucchino	President/Chief Executive Officer
Roland A. Hemond	Executive Vice President/General Manager
Thomas A. Daffron	Senior Vice President and Chief Operating Officer/Business
Robert R. Aylward	Vice President/Business Affairs
Aric R. Holsinger	Vice President/Chief Financial Officer and Assistant Secretary
Calvin Hill	Vice President/Administrative Personnel
Sven Erik Holmes	Vice President
Janet Marie Smith	Vice President/Planning and Development
Michael S. Shein	Secretary
Robert A. Crisafulli, Jr.	Treasurer and Assistant Secretary

10. Lawrence Lucchino is duly authorized to sign, acknowledge and deliver, in the name and on behalf of the Orioles, and under its corporate seal or otherwise the Lease executed on the date hereof.

11. Aric Holsinger, being an Assistant Secretary of the Orioles, is authorized to attest the signature, and affix the corporate seal thereto, of any officer executing the Lease.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Lease.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed the seal of the Orioles this 2nd day of September, 1992.

THE ORIOLES, INC.

  
Assistant Secretary

I, Michael S. Shein, Secretary of the Orioles, hereby  
certify that Robert A. Crisafulli, Jr. is a duly elected,  
qualified and acting Assistant Secretary of the Orioles, and that  
the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand this  
2nd day of September, 1992.

  
Secretary

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
THE ORIOLES, INC.**

The undersigned, being all of the members of the Board of Directors (the "Board of Directors") of The Orioles, Inc., a Maryland corporation (the "Corporation"), do hereby unanimously take the following action as of the 1st day of September, 1992, by unanimous written consent in lieu of a special meeting of the Board of Directors of the Corporation.

The following resolutions are hereby adopted:

**WHEREAS**, to satisfy certain business objectives, it has been proposed that the Corporation enter into that certain Agreement Regarding Oriole Park at Camden Yards (hereinafter, the "Lease") with the Maryland Stadium Authority ("MSA"); and

**WHEREAS**, there has been prepared for consideration a form of Lease dated as of September 2, 1992 between the Corporation and MSA; and

**WHEREAS**, the Lease sets forth the terms and conditions of the agreement between the Corporation and MSA with respect to Oriole Park at Camden Yards.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Corporation hereby approves the Lease, together with any changes, additions or deletions as the officer executing such Lease may deem necessary or desirable, such execution by such officer of the Lease to be conclusive evidence that such officer deemed such changes, additions, or deletion necessary, desirable and proper; and be it further

**RESOLVED**, that Lawrence Lucchino be and hereby is authorized to execute, in the name and on behalf of the Corporation (and, if required, under its corporate seal), and deliver the Lease substantially in the form of the Lease prepared for consideration by the Board of Directors, except for such changes, additions and deletions as to any or all of the terms and provisions thereof as such officer executing such Lease on behalf of the Corporation shall deem proper, such execution by such officer of such Lease to be conclusive evidence that such officer deemed such changes, additions, or deletions necessary, desirable and proper; and be it further

RESOLVED, that each and every officer of the Corporation be and he or she hereby is authorized to take such action from time to time on behalf of the Corporation as he or she may deem necessary, advisable or proper in order to carry out and perform the obligations of the Corporation under the Lease, including the execution and delivery of and performance under any other agreements, documents, certificates and instruments; and be it further

RESOLVED, that Thomas A. Daffron be, and he hereby is, appointed an Assistant Secretary of the Corporation for the purpose of assisting in the execution and delivery of, attesting to the signatures of other officers on, and applying the corporate seal to, the Lease contemplated by these resolutions.

RESOLVED, that the Secretary or any other officer of the Corporation be and he or she hereby is authorized to certify to MSA a copy of these resolutions and the names and signatures of the Corporation's officers hereby authorized to act in the premises, and MSA is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is hereby authorized to rely on any such additional certificates.

Capitalized terms used herein not otherwise defined shall have the respective meaning as set forth in the Lease.


IN WITNESS WHEREOF, the members of the Board of Directors of the Corporation have executed this consent as of the day and year first above written.

This consent may be executed in counterparts.

  
\_\_\_\_\_  
Eli S. Jacobs

\_\_\_\_\_  
Lawrence Lucchino


\_\_\_\_\_  
R. Sargent Shriver

  
\_\_\_\_\_  
Robert A. Crisafulli, Jr.

\_\_\_\_\_  
Ralph Bachenheimer

\_\_\_\_\_  
Jeffrey Rosen

  
\_\_\_\_\_  
Michael Shein

  
\_\_\_\_\_  
Karen Mills


IN WITNESS WHEREOF, the members of the Board of Directors of the Corporation have executed this consent as of the day and year first above written.

This consent may be executed in counterparts.

  
\_\_\_\_\_  
Eli S. Jacobs

\_\_\_\_\_  
Lawrence Lucchino

\_\_\_\_\_  
R. Sargent Shriver

  
\_\_\_\_\_  
Robert A. Crisafulli, Jr.

  
\_\_\_\_\_  
Ralph Bachheimer

\_\_\_\_\_  
Jeffrey Rosen

\_\_\_\_\_  
Michael Shein

  
\_\_\_\_\_  
Karen Mills

SEP- 1-92 TUE 15:14

IN WITNESS WHEREOF, the members of the Board of Directors of the Corporation have executed this consent as of the day and year first above written.

This consent may be executed in counterparts.

\_\_\_\_\_  
Eli S. Jacobs

  
Lawrence Lucchino

\_\_\_\_\_  
R. Sargent Shriver

\_\_\_\_\_  
Robert A. Crisafulli, Jr.

\_\_\_\_\_  
Ralph Bachenheimer

\_\_\_\_\_  
Jeffrey Rosen

\_\_\_\_\_  
Michael Shein

\_\_\_\_\_  
Karen Mills



08/01/92 20:35

ORIOLES

P.2/4 001:003

SEP 01 '92 21:28

92 TUE 19:28

IN WITNESS WHEREOF, the members of the Board of Directors of the Corporation have executed this consent as of the day and year first above written.

This consent may be executed in counterparts.

\_\_\_\_\_  
Eli S. Jacobs

\_\_\_\_\_  
Lawrence Lucchino

*R. Sargent Shriver*  
\_\_\_\_\_  
R. Sargent Shriver

\_\_\_\_\_  
Robert A. Crisafulli, Jr.

\_\_\_\_\_  
Ralph Bachenheimer

\_\_\_\_\_  
Jeffrey Rosen

\_\_\_\_\_  
Michael Shein

\_\_\_\_\_

IN WITNESS WHEREOF, the members of the Board of Directors of the Corporation have executed this consent as of the day and year first above written.

This consent may be executed in counterparts.

\_\_\_\_\_  
Eli S. Jacobs

\_\_\_\_\_  
Lawrence Lucchino

\_\_\_\_\_  
R. Sargent Shriver

\_\_\_\_\_  
Robert A. Crisafulli, Jr.

\_\_\_\_\_  
Ralph Bachenheimer

  
\_\_\_\_\_  
Jeffrey Rosen

\_\_\_\_\_  
Michael Shein

\_\_\_\_\_

THE ORIOLES, INC.

AMENDED AND RESTATED BYLAWS

ARTICLE I

OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the corporation in the State of Maryland shall be located at Memorial Stadium, Baltimore, Maryland 21218 or at any other place or places as the Board of Directors may designate.

Section 2. ADDITIONAL OFFICES. The corporation may have additional offices at such places as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. PLACE. All meetings of stockholders shall be held at the principal office of the corporation or at such other place within the United States as shall be stated in the notice of the meeting.

Section 2. ANNUAL MEETING. An annual meeting of the stockholders for the election of directors and the transaction of any business within the powers of the corporation shall be held during the month of March in each year on a date and at the time set by the Board of Directors, beginning with the year 1990.

Section 3. SPECIAL MEETINGS. The president or Board of Directors may call special meetings of the stockholders. Special meetings of stockholders shall also be called by the secretary upon the written request of the holders of shares entitled to cast not less than 25% of all the votes entitled to be cast at such meeting. Such request shall state the purpose of such meeting and the matters proposed to be acted on at such meeting. The secretary shall inform such stockholders of the reasonably estimated cost of preparing and mailing notice of the meeting and, upon payment to the corporation of such costs, the secretary shall give notice to each stockholder entitled to notice of the meeting.

Unless requested by stockholders entitled to cast a majority of all the votes entitled to be cast at such meeting, a special meeting need not be called to consider any matter which is substantially the same as a matter voted on at any special meeting of the stockholders held during the preceding twelve months.

Section 4. NOTICE. Not less than ten nor more than 90 days before each meeting of stockholders, the secretary shall give to each stockholder entitled to vote at such meeting and to each stockholder not entitled to vote who is entitled to notice of the meeting, written or printed notice stating the time and place of the meeting and, in the case of a special meeting or as otherwise may be required by statute, the purpose for which the meeting is called, either by mail or by presenting it to such stockholder personally or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at his post office address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. SCOPE OF NOTICE. No business shall be transacted at a special meeting of stockholders except that specifically designated in the notice. Any business of the corporation may be transacted at the annual meeting without being specifically designated in the notice, except such business as is required by statute to be stated in such notice.

Section 6. QUORUM. At any meeting of stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of all the votes entitled to be cast at such meeting shall constitute a quorum; but this section shall not affect any requirement under any statute or the charter for the vote necessary for the adoption of any measure. If, however, such quorum shall not be present at any meeting of the stockholders, the stockholders entitled to vote at such meeting, present in person or by proxy, shall have power to adjourn the meeting from time to time to a date not more than 120 days after the original record date without notice other than announcement at the meeting until such quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. VOTING. A plurality of all the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient to elect a director. Each share of stock may be voted for as many individuals as there are directors to be elected and for whose election the share is entitled to be voted. A majority of the votes cast at a meeting of stockholders duly called and at which a quorum is present shall be sufficient

to approve any other matter which may properly come before the meeting, unless more than a majority of the votes cast is required by statute or by the charter. Unless otherwise provided in the charter, each outstanding share of stock, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders.

Section 8. PROXIES. A stockholder may vote the shares of stock owned of record by him, either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney in fact. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares registered in the name of another corporation, if entitled to be voted, may be voted by the president, a vice-president or a proxy appointed by the president or a vice-president of such other corporation, unless some other person who has been appointed to vote such shares pursuant to a bylaw or a resolution of the board of directors of such other corporation presents a certified copy of such bylaw or resolution, in which case such person may vote such shares. Any fiduciary may vote shares registered in his name as such fiduciary, either in person or by proxy.

Shares of its own stock directly or indirectly owned by this corporation shall not be voted at any meeting and shall not be counted in determining the total number of outstanding shares entitled to be voted at any given time, unless they are held by it in a fiduciary capacity, in which case they may be voted and shall be counted in determining the total number of outstanding shares at any given time.

The Board of Directors may adopt by resolution a procedure by which a stockholder may certify in writing to the corporation that any shares of stock registered in the name of the stockholder are held for the account of a specified person other than the stockholder. The resolution shall set forth the class of stockholders who may certify, the purpose for which the certification may be made, the form of certification and the information to be contained in it; if the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or closing of the stock transfer books within which the certification must be received by the corporation; and any other provisions with respect to the procedure which the Board of Directors considers necessary or desirable. On receipt of such certification, the person specified in the certification shall be regarded as, for the purposes set forth in the certification, the stockholder of record of the specified stock in place of the stockholder who makes the certification.

Section 10. INSPECTORS. At any meeting of stockholders, the chairman of the meeting may, or upon the request of any stockholder shall, appoint one or more persons as inspectors for such meeting. Such inspectors shall ascertain and report the number of shares represented at the meeting based upon their determination of the validity and effect of proxies, count all votes, report the results and perform such other acts as are proper to conduct the election and voting with impartiality and fairness to all the stockholders.

Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 11. INFORMAL ACTION BY STOCKHOLDERS. Any action required or permitted to be taken at a meeting of stockholders may be taken without a meeting if a consent in writing, setting forth such action, is signed by each stockholder entitled to vote on the matter and any other stockholder entitled to notice of a meeting of stockholders (but not to vote thereat) has waived in writing any right to dissent from such action, and such consent and waiver are filed with the minutes of proceedings of the stockholders.

Section 12. VOTING BY BALLOT. Voting on any question or in any election may be viva voce unless the presiding officer shall order or any stockholder shall demand that voting be by ballot.

### ARTICLE III

#### DIRECTORS

Section 1. GENERAL POWERS. The business and affairs of the corporation shall be managed under the direction of its Board of Directors.

Section 2. NUMBER, TENURE AND QUALIFICATIONS. Subject to adjustment by the Board of Directors as herein provided, the number of directors of the corporation shall be five (5). At any regular meeting or at any special meeting called for that purpose, a majority of the entire Board of Directors may increase or decrease the number of directors, provided that the number thereof

shall never be less than the minimum number required by the Maryland General Corporation Law, nor more than 15, and further provided that the tenure of office of a director shall not be affected by any decrease in the number of directors. Each director shall hold office until the next annual meeting of stockholders and until his successor is elected and qualifies. The directors need not be residents of this state or stockholders in the corporation.

Section 3. ANNUAL AND REGULAR MEETINGS. An annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of stockholders, no notice other than this bylaw being necessary. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Maryland, for the holding of regular meetings of the Board of Directors without other notice than such resolution.

Section 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairman, the president, or by a majority of the directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Maryland, as the place for holding any special meeting of the Board of Directors called by them.

Section 5. NOTICE. Notice of any special meeting shall be given by written notice delivered personally, telecopied or mailed to each director at his business or residence address. Personally delivered or telegram notices shall be given at least two days prior to the meeting. Notice by mail shall be given at least five days prior to the meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail properly addressed, with postage thereon prepaid. If given by telegram, such notice shall be deemed to be given when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be stated in the notice, unless specifically required by statute or these Bylaws.

Section 6. QUORUM. A majority of the entire Board of Directors shall constitute a quorum for transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

The directors present at a meeting which has been duly called and convened may continue to transact business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.

Section 7. VOTING. The action of the majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors, unless the concurrence of a greater proportion is required for such action by applicable statute.

Section 8. TELEPHONE MEETINGS. Members of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 9. INFORMAL ACTION BY DIRECTORS. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if a consent in writing to such action is signed by each director and such written consent is filed with the minutes of proceedings of the Board of Directors.

Section 10. VACANCIES. Any vacancy on the Board of Directors for any cause other than an increase in the number of directors may be filled by a majority of the remaining directors, although such majority is less than a quorum. Any vacancy on the Board of Directors by reason of an increase in the number of directors may be filled by a majority vote of the entire Board of Directors. A director elected by the Board of Directors to fill a vacancy shall serve until the next annual meeting of stockholders and until his successor is elected and qualifies.

Section 11. COMPENSATION. Directors shall not receive any stated salary for their services as directors but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed to directors for attendance at each annual, regular or special meeting of the Board of Directors or of any committee thereof; but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 12. REMOVAL OF DIRECTORS. The stockholders may, at any time, remove any director, with or without cause, by the affirmative vote of a majority of all the votes entitled to be cast on the matter and may elect a successor to fill any resulting vacancy for the balance of the term of the removed director.



## ARTICLE IV

## COMMITTEES

Section 1. NUMBER, TENURE AND QUALIFICATIONS. The Board of Directors may appoint from among its members an Executive Committee and other committees, composed of two or more directors, to serve at the pleasure of the Board of Directors.

Section 2. POWERS. The Board of Directors may delegate to committees appointed under Section 1 of this Article any of the powers of the Board of Directors, except as prohibited by law.

Section 3. MEETINGS. In the absence of any member of any such committee, the members thereof present at any meeting, whether or not they constitute a quorum, may appoint a director to act in the place of such absent member.

Section 4. TELEPHONE MEETINGS. Members of a committee of the Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means shall constitute presence in person at the meeting.

Section 5. INFORMAL ACTION BY COMMITTEES. Any action required or permitted to be taken at any meeting of a committee of the Board of Directors may be taken without a meeting, if a consent in writing to such action is signed by each member of the committee and such written consent is filed with the minutes of proceedings of such committee.

## ARTICLE V

## OFFICERS

Section 1. GENERAL PROVISIONS. The officers of the corporation may consist of a chairman of the board, a vice-chairman of the board, a president, one or more vice-presidents, a treasurer, one or more assistant treasurers, a secretary, and one or more assistant secretaries. The officers of the corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as

may be convenient. Each officer shall hold office until his successor is elected and qualifies or until his death, resignation or removal in the manner hereinafter provided. Any two or more offices except president and vice-president may be held by the same person. A person who holds more than one office may not act in more than one capacity to execute, acknowledge, or verify an instrument required by law to be executed, acknowledged, or verified by more than one officer. In its discretion, the Board of Directors may leave unfilled any office except that of president, treasurer and secretary. Election or appointment of an officer or agent shall not of itself create contract rights between the corporation and such officer or agent.

Section 2. REMOVAL. Any officer or agent of the corporation may be removed by the Board of Directors if in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 3. VACANCIES. A vacancy in any office may be filled by the Board of Directors for the balance of the term.

Section 4. CHIEF EXECUTIVE OFFICER. The Board of Directors may designate a chief executive officer from among the elected officers who are directors. The chief executive officer shall have responsibility for implementation of the policies of the corporation, as determined by the Board of Directors, and for the administration of the business affairs of the corporation.

Section 5. CHIEF OPERATING OFFICER. The Board of Directors may designate a chief operating officer from among the elected officers who are directors. Said officer will have the responsibility and duties as set forth by the Board of Directors or the chief executive officer.

Section 6. CHAIRMAN AND VICE-CHAIRMAN OF THE BOARD. The chairman of the board shall preside over the meetings of the Board of Directors and of the stockholders at which he shall be present. In the absence of the chairman of the board, the vice-chairman of the board shall preside at such meetings at which he shall be present. The chairman of the board and the vice-chairman of the board shall, respectively, perform such other duties as may be assigned to him or them by the Board of Directors.

Section 7. PRESIDENT. The president shall in general supervise and control all of the business and affairs of the corporation. The president shall be the chief executive officer of the corporation, and shall be a director of the corporation. In the absence of both the chairman and vice-chairman of the board, the president shall preside at all meetings of the Board of Directors and of the stockholders at which he shall be present.

The president shall be ex officio a member of all committees that may, from time to time, be constituted by the Board of Directors, if he is not otherwise appointed a member of such committee in his capacity as a director. He may execute any deed, mortgage, bond, contract or other instrument which the Board of Directors has authorized to be executed, except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the corporation or shall be required by law to be otherwise executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 8. VICE-PRESIDENTS. In the absence of the president or in the event of a vacancy in such office, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated at the time of their election or, in the absence of any designation, then in the order of their election) shall perform the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president; and shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors. The Board of Directors may designate one or more vice-presidents as executive vice-president or as vice-president for particular areas of responsibility.

Section 9. SECRETARY. The secretary shall (a) keep the minutes of the proceedings of the stockholders, the Board of Directors and committees of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (e) have general charge of the stock transfer books of the corporation; and (f) in general perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 10. TREASURER. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositaries as may be designated by the Board of Directors.

He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Board of Directors, at the regular meetings of the Board or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 11. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or treasurer, respectively, or by the president or the Board of Directors. The assistant treasurers shall, if required by the Board of Directors, give bonds for the faithful performance of their duties in such sums and with such sureties as shall be satisfactory to the Board of Directors.

Section 12. ANNUAL REPORT. The president or other executive officer of the corporation shall prepare or cause to be prepared annually a full and correct statement of the affairs of the corporation, including a balance sheet and a statement of the results of operations for the preceding fiscal year, which shall be submitted at the annual meeting of the stockholders and filed within 20 days thereafter at the principal office of the corporation in the State of Maryland.

Section 13. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

## ARTICLE VI

### CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. CONTRACTS. The Board of Directors may authorize any officer or agent to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

Section 2. CHECKS AND DRAFTS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

Section 3. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositaries as the Board of Directors may designate.

## ARTICLE VII

### SHARES OF STOCK

Section 1. CERTIFICATES OF STOCK. Each stockholder shall be entitled to a certificate or certificates which shall represent and certify the number of shares of each class of stock held by him in the corporation. Each certificate shall be signed by the president or a vice-president and countersigned by the secretary or an assistant secretary or the treasurer or an assistant treasurer and may be sealed with the corporate seal. The signatures may be either manual or facsimile. Certificates shall be consecutively numbered; and if the corporation shall, from time to time, issue several classes of stock, each class may have its own number series. A certificate is valid and may be issued whether or not an officer who signed it is still an officer when it is issued. Each certificate representing stock which is restricted as to its transferability or voting powers, which is preferred or limited as to its dividends or as to its share of the assets upon liquidation or which is redeemable at the option of the corporation, shall have a statement of such restriction, limitation, preference or redemption provision, or a summary thereof, plainly stated on the certificate. In lieu of such statement or summary, the corporation may set forth upon the face or back of the certificate a statement that the corporation will furnish to any stockholder, upon request and without charge, a full statement of such information.

Section 2. TRANSFERS OF STOCK. Upon surrender to the corporation or the transfer agent of the corporation of a certificate of stock duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Maryland.

Section 3. LOST CERTIFICATE. The Board of Directors may direct a new certificate to be issued in place of any certificate previously issued by the corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or his legal representative to advertise the same in such manner as it shall require and/or to give bond, with sufficient surety, to the corporation to indemnify it against any loss or claim which may arise as a result of the issuance of a new certificate.

Section 4. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. The Board of Directors may set, in advance, a record date for the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or stockholders entitled to receive payment of any dividend or the allotment of any other rights, or in order to make a determination of stockholders for any other proper purpose. Such date, in any case, shall not be prior to the close of business on the day the record date is fixed and shall be not more than 90 days, and in the case of a meeting of stockholders not less than ten days, before the date on which the meeting or particular action requiring such determination of stockholders is to be held or taken.

In lieu of fixing a record date, the Board of Directors may provide that the stock transfer books shall be closed for a stated period but not longer than 20 days. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten days before the date of such meeting.

If no record date is fixed and the stock transfer books are not closed for the determination of stockholders, (a) the record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day on which the notice of meeting is mailed or the 30th day before the meeting, whichever is the closer date to the meeting; and (b) the record date for the determination of stockholders entitled to receive payment of a dividend or an allotment of any other rights shall be the close of business on the day on which the resolution of the Board of Directors, declaring the dividend or allotment of rights, is adopted.

When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment thereof, except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 5. STOCK LEDGER. The corporation shall maintain at its principal office or at the office of its counsel, accountants or transfer agent, an original or duplicate stock ledger containing the name and address of each stockholder and the number of shares of stock of each class held by such stockholder.

## ARTICLE VIII

### FISCAL YEAR

The Board of Directors shall have the power, from time to time, to fix the fiscal year of the corporation by a duly adopted resolution.

## ARTICLE IX

### DIVIDENDS

Section 1. DECLARATION. Dividends upon the shares of stock of the corporation may be declared by the Board of Directors, subject to the provisions of law and the charter. Dividends may be paid in cash, property or shares of the corporation, subject to the provisions of law and the charter.

Section 2. CONTINGENCIES. Before payment of any dividends, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors may from time to time, in its absolute discretion, think proper as a reserve fund for contingencies, for equalizing dividends, for repairing or maintaining any property of the corporation or for such other purpose as the Board of Directors shall determine to be in the best interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

## ARTICLE X

## SEAL

Section 1. SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Incorporated Maryland". The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof.

Section 2. AFFIXING SEAL. Whenever the corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(SEAL)" adjacent to the signature of the person authorized to execute the document on behalf of the corporation.

## ARTICLE XI

## INDEMNIFICATION

To the maximum extent permitted by Maryland law in effect from time to time, the corporation shall indemnify, and shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (i) any individual who is a present or former director or officer of the corporation or (ii) any individual who serves or has served another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise as a director or officer of such corporation or as a partner or trustee of such partnership, joint venture, trust or employee benefit plan at the request of the corporation. The corporation may, with the approval of its Board of Directors, provide such indemnification and advancement of expenses to a person who served a predecessor of the corporation in any of the capacities described in (i) or (ii) above and to any employee or agent of the corporation or a predecessor of the corporation.

Neither the amendment nor repeal of this Section, nor the adoption or amendment of any other provision of the Bylaws or charter of the corporation inconsistent with this Section, shall apply to or affect in any respect the applicability of the preceding paragraph with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.



## ARTICLE XII

## WAIVER OF NOTICE

Whenever any notice is required to be given pursuant to the charter or bylaws of the corporation or pursuant to applicable law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any meeting need be set forth in the waiver of notice, unless specifically required by statute. The attendance of any person at any meeting shall constitute a waiver of notice of such meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

## ARTICLE XIII

## AMENDMENT OF BYLAWS

Section 1. BY DIRECTORS. The Board of Directors shall have the power to adopt, alter or repeal any Bylaws of the corporation and to make new Bylaws, except that the Board of Directors shall not alter or repeal this Section or any Bylaws made by the stockholders.

Section 2. BY STOCKHOLDERS. The stockholders shall have the power to adopt, alter or repeal any Bylaws of the corporation (including without limitation any Bylaws made by the Board of Directors), and to make new Bylaws.

## ARTICLE XIV

## CONSTITUTION OF THE AMERICAN LEAGUE

The corporation, its stockholders, directors, officers, and employees shall perform and comply with all of the terms and conditions of Sections 3.6, 3.14, and 3.16 of the Constitution of the American League of Professional Baseball Clubs, as amended from time to time.

The foregoing are certified as the Bylaws of the corporation adopted by the Board of Directors on \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Secretary

THE ORIOLES, INC.

FIRST AMENDMENT TO AMENDED AND RESTATED BY-LAWS

The Amended and Restated By-laws of The Orioles, Inc. are hereby amended by striking in their entirety Article I, Section 1 and Article III, Section 2 thereof and by substituting in lieu thereof the following:

ARTICLE I

OFFICES

"Section 1. PRINCIPAL OFFICE. The principal office of the Corporation in the State of Maryland shall be located at Oriole Park at Camden Yards, 333 West Camden Street, Baltimore, Maryland 21201 or at any other place or places as the Board of Directors may designate."

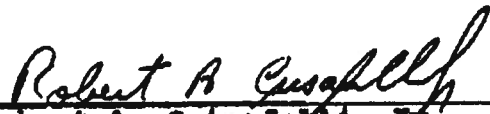
ARTICLE III

DIRECTORS

"Section 2. NUMBER, TENURE AND QUALIFICATIONS. Subject to adjustment by the Board of Directors or the stockholders as herein provided, the number of directors of the corporation shall be ten (10). At any regular meeting or at any special meeting of the Board of Directors or at any annual meeting or at any special meeting of the stockholders, a majority of the entire Board of Directors or the majority of the votes entitled to be cast by all of the stockholders may increase or decrease the number of directors, provided that the number thereof shall never be less than the minimum number required by the Maryland General Corporation Law, nor more than 15, and further provided that the tenure of office of a director shall not be affected by any decrease in the number of directors. Each director shall

hold office until the next annual meeting of stockholders and until his successor is elected and qualifies. The directors need not be residents of this state or stockholders in the corporation."

The foregoing is certified as the First Amendment to the Amended and Restated By-Laws of the Corporation adopted by the Board of Directors effective as of the 27th day of April, 1992 at a meeting held on such date.

  
\_\_\_\_\_  
Robert A. Crisafulli, Jr.  
Assistant Secretary



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

LAWRENCE LUCCHINO  
President & Chief Executive Officer

September 2, 1992

**BY HAND**

Herbert J. Belgrad, Esq.  
Chairman  
Maryland Stadium Authority  
World Trade Center - Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: **Orioles' Lease Agreement with MSA**

Dear Herb:

We are writing to inform you that the American League of Professional Baseball Clubs and the Office of the Commissioner of Major League Baseball is prepared to approve the Orioles' lease agreement with MSA for Oriole Park at Camden Yards, so long as they receive written confirmation that MSA and the Orioles have accepted and agreed to the following clarifications concerning All-Star Games, gambling activities in the ballpark, and the scheduling "parity" to be accorded to regular season baseball and football games held at Camden Yards.

The clarifications of these issues required by the American League and Major League Baseball are as follows:

1. **Expenses Associated with the All-Star Game.** We have been asked to clarify the reference in Section 4.03-2(b) of the lease (page 29 of the final draft) to the \$5,000 payment to be made by the Club to MSA for each All-Star Game held at the ballpark. We have been informed that this requirement, originally intended to provide some compensation to MSA for expenses associated with any All-Star Game, does not fully state the standard practices of Major League Baseball concerning All-Star Games. Accordingly, we have been asked to confirm MSA's understanding and agreement to comply with the following standard practices of Major League Baseball, as follows:

- (a) Major League Baseball will pay a rental fee of \$1.00 for the use of the ballpark and its facilities and equipment for the 1993 All Star Game (or any future All-Star Game played at the ballpark during the lease term).
- (b) The Orioles, as the "host" Club for the 1993 All-Star Game (or any future Game), is obligated to submit a revenue and expense budget to Major League Baseball for the All-Star Game. This revenue and expense budget, which is subject to the advance review and approval of Major League Baseball, includes anticipated revenues and expenses for the All-Star Game itself and any reasonably related events as may be required by the Commissioner.
- (c) The expenses to be included in the budget to be approved by Major League Baseball are as follows: (i) "event labor," including the Orioles' game-day personnel and MSA maintenance personnel who provide services during the Game and related events; (ii) security; (iii) field preparation; (iv) additional liability insurance if the Club is required to obtain it by Major League Baseball; (v) expenses for special construction related to the Game and its events, such as for the Commissioner's box, camera positions, auxiliary press rooms and television monitors; (vi) cleaning; (vii) utilities; (viii) operation of the scoreboards and JumboTron systems; (ix) telephone expenses; and (x) parking expenses.
- (d) The Orioles will need to prepare a preliminary budget for the foregoing categories of expenses before the end of the 1992 season so that it may be reviewed by the Commissioner's office. Although the budget is subject in all respects to the final approval of Major League Baseball, the Orioles will work closely with MSA to develop a budget for any expenses MSA will incur directly in the categories noted above (e.g., security, cleaning, and utilities), in order to ensure that the Orioles' proposed budget properly reflects the expenses that MSA expects to incur directly in connection with the All-Star Game and its related events.
- (e) Major League Baseball will reimburse the Orioles for pre-approved expenses (in amounts not to exceed the approved budget). The Orioles will then remit directly to MSA the reimbursement owed to MSA for the expenses MSA incurs directly in connection with the All-Star Game and its related events.

- (f) We will follow the foregoing procedures, in lieu of the payment required by Section 4.03-2(b) of the lease, in connection with the 1993 All-Star Game and any future All-Star Game held at the ballpark during the lease term.
2. **Gambling Activities in the Ballpark.** As you know, in Section 5.05-4 of the lease (page 43 of the final draft), MSA has agreed not to conduct or permit events in the ballpark that involve gambling activities (aside from "bingo" games and similar contests benefitting non-profit organizations) without the Orioles' prior concurrence. We have agreed in Section 5.05-4 not to withhold our concurrence unless the American League or Major League Baseball raises an objection to the conduct of such activity in the ballpark. We have been asked to clarify the position of the American League and Major League Baseball concerning gambling activities, as follows:
- (a) The American League and Major League Baseball will not permit any event to be held in the ballpark if the persons in attendance will engage in gambling activities. Accordingly, the Orioles will be required by the League and by Major League Baseball to withhold their concurrence to all such events.
- (b) In addition, the American League and Major League Baseball require confirmation from MSA that MSA will not sell or allow others to sell lottery tickets (for the Maryland State Lottery or any other lottery) on the ballpark premises.
3. **Scheduling Parity with NFL Football Games.** We have been asked by the American League to clarify the "scheduling parity" that will be accorded to Orioles' regular season baseball games and NFL regular season football games on the Camden Yards site under Section 5.17-1 of our lease (page 56 of the final draft). Specifically, we seek MSA's agreement on the following requirements for implementing "scheduling parity." These procedures are consistent with the scheduling practices used by other Major League clubs who play at sites that are shared with NFL teams.
- (a) In scheduling regular season NFL games that will be played on the Camden Yards Site before the end of the regular baseball season, the NFL team will work cooperatively and in good-faith with the Orioles to avoid scheduling a regular season football game for the same day on which a regular season baseball game is scheduled to be played at the ballpark.
- (b) Beginning with the commencement of the regular NFL season (in August or September, depending on the length of the NFL season), up through the end of

the regular baseball season (usually, by the first week of October), the Orioles and the NFL team will resolve potential conflicts in the schedule for regular season baseball and football games as follows:

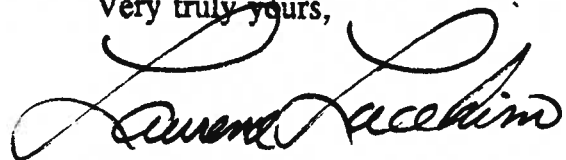
- (1) For each August and each September, the Orioles will have the first option to select 2 weekends (consisting of Fridays, Saturdays and Sundays) and 2 Mondays during each month for scheduling regular season baseball games. No regular season NFL games will be scheduled for the weekends and Mondays selected by the Orioles. (The Orioles will select these dates one year in advance, e.g., by September 1, 1993 for the 1994 season, through written notice to the NFL team and MSA).
  - (2) The remaining weekends and Mondays in August and September (i.e., the dates not selected by the Orioles) will be available for scheduling NFL regular season games.
  - (3) If any September has 5 weekends, the Orioles will have the first option to select 3 weekends and 3 Mondays from that month, as provided above, with the remaining weekends and Mondays to be available for NFL regular season games.
  - (4) During the early part of October (including any weekend days or Mondays), and until the end of the regular baseball season, the Orioles' regular season games will have scheduling priority over NFL games.
  - (5) If it becomes necessary to decide whether a weekend falls in one month or another, such a weekend will be treated as part of the same month as the Sunday of that weekend.
- (c) The foregoing scheduling procedures shall apply only to NFL regular season football games and their potential effect on Orioles' regular season games. As provided in our lease, Orioles' post-season games will have scheduling priority over any NFL game, and Orioles' regular season games will have scheduling priority over NFL exhibition or pre-season games and over all other events held at Camden Yards.

Herbert J. Belgrad, Esq.  
September 2, 1992  
Page 5

If the clarifications outlined in this letter are acceptable, please sign this letter in the space provided below and return a signed copy to me, so that we can furnish the required confirmation to the American League and Major League Baseball.

We greatly appreciate your cooperation and commitment in our mutual efforts to conclude our lease agreement.

Very truly yours,



Lawrence Lucchino

AGREED TO AND ACCEPTED:

MARYLAND STADIUM AUTHORITY

By:

  
\_\_\_\_\_  
Herbert J. Belgrad  
Chairman





AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce Hoffman  
Executive Director  
Maryland Stadium Authority  
Suite 2450  
The World Trade Center  
Baltimore, Maryland 21202

Re: Seating Configuration

Dear Bruce:

This letter is to confirm that the Orioles have previously concurred in the seating configuration of the ballpark and the resulting orientation of the seats. Thus the Orioles will not treat as a "defect" (for purposes of MSA's "Repair" obligations under our lease or for any other purpose) the fact that some views from terrace box seats are limited by the club level overhang and not all seats are oriented toward second base.

Sincerely,

Janet Marie Smith  
Vice President  
Planning and Development

JMS/ee

cc: Larry Lucchino  
Herb Belgrad



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce Hoffman  
Executive Director  
Maryland Stadium Authority  
World Trade Center, Suite 2450  
Baltimore, MD 21202

Re: Post Opening Items

Dear Bruce:

For purposes of Section 3.05 of our lease, we agree that the following are Post-Opening Items. These are in addition to the punch list items which MSA has committed to finalize. We have agreed that these items will be completed before the beginning of the 1993 baseball season.

1. Insulate mechanical systems or reduce noise at the last row of terrace box seating. (8 locations)
2. Install cup holders on the front row of the club level.
3. Install water fountains and increase efficiency of restrooms on the club level.
4. Take reasonable steps to improve heating in cooler months on lower press level.
5. Add two "Advance Ticket" windows on the main concourse.
6. Add adequate lighting at Warehouse ticket windows so that Oriole personnel can see customers.
7. Install insulation and take reasonable steps to reduce summer temperature in batting and pitching tunnels.

Sincerely,

Accepted:

Janet Marie Smith  
Vice President  
Planning and Development

Bruce H. Hoffman  
Executive Director  
Maryland Stadium Authority

JMS/ee

cc: Larry Lucchino  
Herb Belgrad



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce H. Hoffman  
Executive Director  
Maryland Stadium Authority  
Suite 2450  
World Trade Center  
Baltimore, MD 21202

Dear Bruce:

In order to resolve the parties respective obligations to pay certain disputed construction items, the Orioles have agreed to pay the Authority \$55,129.00. In addition, there are several outstanding invoices of the Orioles totaling \$101,876.00, the Authority \$108,626.00 which the parties have agreed to pay in the amount invoiced. These amounts will be paid by the parties on or before October 2, 1992. The parties agree to share 50/50 the costs of the warning signs in the ballpark.

Sincerely,

Accepted:

*Janet Marie Smith*

Janet Marie Smith  
Vice President  
Planning and Development

*Bruce H. Hoffman*  
\_\_\_\_\_  
Bruce H. Hoffman  
Date: 9/2/92

JMS/ee



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

ARIC R. HOLSINGER, CPA  
Vice President of Finance

September 2, 1992

Bruce H. Hoffman, P.E.  
Executive Director  
Maryland Stadium Authority  
World Trade Center - Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Effect of "In-Trade" Transactions on Rent Calculation

Dear Bruce:

This letter will confirm how the Orioles agree to handle, for purposes of the calculation of the rent under our lease, transactions in which the Club provides a third party with admissions tickets, club lounge memberships, free parking passes, use of private suites, concessions or advertising signage "in trade."

1. The Orioles will include in the rent calculation the revenue that would otherwise be included in the rent from the sale of an item given out "in trade" if that item's sale would otherwise generate more than \$3,000 in such revenue. We will use this amount as the standard for whether individual in-trade transactions have a material effect on the rent. We will adjust this standard over time by the same percentage of any increase in the Orioles' gross ticket revenue per capita at capacity. We will limit the number of individual transactions that fall below this standard to a maximum of 25 for any given year.

2. The revenue that the Club would otherwise receive from the sale of items given "in trade" will not be included in the rent calculation if the "in-trade" arrangement is part of the following kinds of transactions:

(a) Transactions in which the Club receives at least equivalent revenue in return that is already subject to the rent (such as revenue from the sale of ballpark advertising);

Bruce H. Hoffman, P.E.  
September 2, 1992  
Page 2


(b) The Club's existing and future agreements with its radio and television broadcasters (currently, HTS, WMAR, WBAL and WTOP), or with Orioles executives, so long as any "in-trade" aspects of such future agreements are consistent with the Club's current practices concerning these agreements;

(c) The ballpark advertising signage that the Club is required to provide annually, at no charge, to the Maryland State lottery;

(d) Agreements made with MSA's advance knowledge and approval in order to obtain equipment or services for the mutual benefit of MSA and the Orioles (i.e., for 1992, the Club's agreement with Sony for televisions and cabling for the ballpark, and our in-trade agreements with Toro and other companies which reduced the ultimate cash cost shared by MSA and the Orioles for equipment for the playing field); and

(e) Transactions in which admissions tickets (and related parking), club level memberships, private suites, and/or advertising are provided "in trade" because the Orioles reasonably determine in good faith that these items will not be otherwise sold, despite the Club's best efforts to sell them. This exception will allow the Club to protect its interests in years when attendance falls or the Club encounters difficulty in marketing all advertising signage, private suites, or club level seats, whether on a full-season or day-of-Game basis. If the Club cannot sell these items due to market conditions, making them available to third parties "in trade" will have no impact on the rent calculation (because these items are not revenue-generating). However, by making them available through in-trade transactions, the Club can ensure that these items are not under-utilized, thereby ultimately serving our mutual goals of promoting baseball attendance, promoting concession sales, and maintaining general interest in the ballpark. For purposes of this exception, we will not provide advertising signage "in trade" to third parties unless that signage remains unsold, despite the Club's best efforts, as of March 31. Admissions tickets and day-of-game club level memberships will not be given out in-trade unless the paid attendance for that game is reasonably expected to be less than 41,500.

Sincerely,

  
Aric Holsinger  
Vice President/Chief Financial  
Officer



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

JANET MARIE SMITH  
Vice President,  
Stadium Planning and Development

September 2, 1992

Mr. Bruce H. Hoffman, P.E.  
Executive Director  
Maryland Stadium Authority  
World Trade Center-Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Parking Lot Advertising

Dear Bruce:

In accordance with Section 11.02.2 of our lease, (Advertising Displays Requiring MSA's Concurrence), this letter is to confirm our recent conversations in which MSA approved the Orioles proposal to install advertising panels on the eight concrete piers supporting Martin Luther King Blvd., along the pedestrian spine. The advertising panels will be similar in size, style and materials to those in the main concourse. We will work with MSA and any other appropriate agency in order to have these installed with electrical hook-ups for lighting, before the 1993 Baseball Season begins.

The expenses and revenues associated with this proposal shall be in accordance with Section 4.03 (Calculations and Payment of Rent) and Section 11.02.04 (Erection of Additional Advertising Panels) of our lease. The expenses of this construction which are estimated to be \$50,000 and include the panel, lighting and electrical hook-ups, will be deducted from the gross advertising proceeds which are estimated to be \$60,000 annually.

We believe this will make this pedestrian area more colorful and inviting, in addition to creating an attractive advertising location.

Sincerely,

Janet Marie Smith  
Vice President  
Planning and Development

Accepted:

Bruce H. Hoffman, P.E.

Date: 9/2/92

cc: Larry Lucchino  
Herb Belgrad  
David Chapin  
David Cope



AMERICAN LEAGUE CHAMPIONS '66, '69, '70, '71, '79, '83  
WORLD CHAMPIONS '66, '70, '83

ARIC R. HOLSINGER, CPA  
Vice President of Finance

September 2, 1992

Bruce H. Hoffman, P.E.  
Executive Director  
Maryland Stadium Authority  
World Trade Center - Suite 2450  
401 East Pratt Street  
Baltimore, Maryland 21202

Re: Effect of "In-Trade" Transactions on Rent Calculation

Dear Bruce:

This letter will confirm how the Orioles agree to handle, for purposes of the calculation of the rent under our lease, transactions in which the Club provides a third party with admissions tickets, club lounge memberships, free parking passes, use of private suites, concessions or advertising signage "in trade."

1. The Orioles will include in the rent calculation the revenue that would otherwise be included in the rent from the sale of an item given out "in trade" if that item's sale would otherwise generate more than \$3,000 in such revenue. We will use this amount as the standard for whether individual in-trade transactions have a material effect on the rent. We will adjust this standard over time by the same percentage of any increase in the Orioles' gross ticket revenue per capita at capacity. We will limit the number of individual transactions that fall below this standard to a maximum of 25 for any given year.

2. The revenue that the Club would otherwise receive from the sale of items given "in trade" will not be included in the rent calculation if the "in-trade" arrangement is part of the following kinds of transactions:

(a) Transactions in which the Club receives at least equivalent revenue in return that is already subject to the rent (such as revenue from the sale of ballpark advertising);

Bruce H. Hoffman, P.E.

September 2, 1992

Page 2


(b) The Club's existing and future agreements with its radio and television broadcasters (currently, HTS, WMAR, WBAL and WTOP), or with Orioles executives, so long as any "in-trade" aspects of such future agreements are consistent with the Club's current practices concerning these agreements;

(c) The ballpark advertising signage that the Club is required to provide annually, at no charge, to the Maryland State lottery;

(d) Agreements made with MSA's advance knowledge and approval in order to obtain equipment or services for the mutual benefit of MSA and the Orioles (i.e., for 1992, the Club's agreement with Sony for televisions and cabling for the ballpark, and our in-trade agreements with Toro and other companies which reduced the ultimate cash cost shared by MSA and the Orioles for equipment for the playing field); and

(e) Transactions in which admissions tickets (and related parking), club level memberships, private suites, and/or advertising are provided "in trade" because the Orioles reasonably determine in good faith that these items will not be otherwise sold, despite the Club's best efforts to sell them. This exception will allow the Club to protect its interests in years when attendance falls or the Club encounters difficulty in marketing all advertising signage, private suites, or club level seats, whether on a full-season or day-of-Game basis. If the Club cannot sell these items due to market conditions, making them available to third parties "in trade" will have no impact on the rent calculation (because these items are not revenue-generating). However, by making them available through in-trade transactions, the Club can ensure that these items are not under-utilized, thereby ultimately serving our mutual goals of promoting baseball attendance, promoting concession sales, and maintaining general interest in the ballpark. For purposes of this exception, we will not provide advertising signage "in trade" to third parties unless that signage remains unsold, despite the Club's best efforts, as of March 31. Admissions tickets and day-of-game club level memberships will not be given out in-trade unless the paid attendance for that game is reasonably expected to be less than 41,500.

Sincerely,

  
Aric Holsinger  
Vice President/Chief Financial  
Officer



Press Release/September 2, 1992

**ORIOLES EXTEND LEASE TO 30 YEARS AT ORIOLE PARK AT CAMDEN YARDS**

The Baltimore Orioles and the Maryland Stadium Authority (MSA) announced today that they have agreed to a lease which will keep the Orioles in Baltimore for the next 30 years.

In 1988, the Orioles and MSA agreed to a 15-year lease with an option for an extension. In the new document, which refined and formalized the 1988 agreement, the Orioles committed to keeping the club in Oriole Park at Camden Yards through the year 2022.

"This is a monumental achievement for the citizens of the great state of Maryland," said Governor William Donald Schaefer. "In 1988, Edward Bennett Williams agreed to keep the Orioles here for 15 years, and now, Eli Jacobs and Larry Lucchino have doubled that commitment."

The Orioles and MSA agreed on a number of developmental, operational, financial, and aesthetic issues that made the lease extension feasible [see addendum].

"We are proud of Oriole Park at Camden Yards and pleased with our relationship with the State of Maryland," said club president Larry Lucchino. "Orioles fans should also take pride. Their extraordinary support helped convince us to make the commitment that will keep the team here for decades."

Under the May 1988 agreement, the Club was to pay rent on the basis of net profits. No other club had such an arrangement, which proved complicated and cumbersome. The new agreement establishes a conventional arrangement similar to those of most baseball clubs and their public landlords.

Herbert J. Belgrad, Chairman of the MSA, said, "We are pleased with our partnership with the Orioles. The economic security this 30-year-lease provides is outstanding for the citizens of Maryland."

Certain highlights of the new agreement are detailed on the attached addendum.

**Addendum: Highlights and details of Orioles/MSA lease**

**Term:** The length of the Orioles' tenancy at the ballpark has been doubled, from 15 to 30 years. The lease term will now coincide with the term of the bonds issued to finance the ballpark's construction. The Orioles' increased commitment reflects the Club's tremendous satisfaction with Baltimore's new nationally acclaimed ballpark.

**Rent:** The old "profit-sharing" rent formula in the May, 1988 agreement, under which the Club paid rent based solely on year-end net profits has been abandoned. In its place, a more conventional percentage revenue formula is now the only rent formula under the 30-year lease. This will vastly improve the parties' fiscal planning, by enabling both sides to eliminate the uncertainties inherent in the old formula and the cumbersome process of calculating and reviewing each rent payment. The switch to a percentage-rent system gives MSA greater financial security, by linking the amount of the annual rent to the Orioles' revenues from the ballpark, rather than the Club's internal operating expenses. Paying a fixed percentage rate meets the Club's objectives of improving its own financial planning and simplifying the rent payment process, while still protecting the Club from years in which its principal revenue streams are in decline.

**Construction Costs:** The May 1988 agreement called for MSA to pay for the cost of construction of the ballpark and for the Orioles to pay the amortized costs of the private suites. Nonetheless the Orioles established a department of planning and development to work cooperatively with MSA and paid for numerous items during the course of planning and construction, ranging from modifications of the dugouts and picnic area walls to decorative enclosures for pay telephones. The 1992 lease formalizes the commitments and contributions the Orioles have made in order to enhance the ballpark's architectural character.

**Private Suite Costs:** The Orioles received an extended (30 year) amortization schedule for the repayment of the private suite costs. This coincides with the lease term and bond repayment schedule.

**Ballpark Security:** The Orioles agreed to share half of the annual costs MSA incurs arranging for Baltimore City Police to provide security for fans during baseball games. By sharing these expenses, both parties can continue to ensure that baseball fans receive the same high quality of trained police security that has made Baltimore one of the safest places in the country to watch a baseball game.

**Advertising:** The Orioles and MSA agree to expanded areas for advertising, recognizing the importance of maintaining the high aesthetic standards of the ballpark and the existing advertising which is designed to compliment the traditional architectural style of the park.

**Cooperation with any NFL Team:** MSA and the Orioles reached agreement on a number of operational issues and site management issues, including the availability of on-site parking, if NFL football comes to Baltimore. These arrangements will make it easier for MSA to accommodate the operational needs of an NFL team on the site, while still preserving the amenities and services available to baseball fans.

**Preservation of Ballpark's Acclaimed Aesthetic Image:** The parties adopted a series of requirements concerning future development at Camden Yards, in order to ensure that new construction or other development does not alter sightlines or change the ballpark's nationally acclaimed aesthetic design.

The architecture of the new ballpark has been widely acclaimed with much focus on the steel trusses, brick arches, assymetrical playing field, intimate seating, and signage, scoreboards and food services which enhance the festival atmosphere of the downtown park.

MSA, in consultation with the Orioles, made substantial improvements in the original design of the ballpark. These improvements included the incorporation of the warehouse into the ballpark design, the expansion of the Orioles' offices and the construction of the Camden Club and the 6th floor banquet room in the warehouse. MSA also constructed additional private suites, enlarged the club lounge area, added a sunscreen and purchased a new Sony Jumbotron System in lieu of moving the old Diamond Vision video screen to the ballpark. These improvements enhanced the design of the ballpark and increased its revenue-generating potential.

"The successful design and construction of a traditional, urban ballpark was a key to our willingness to commit to a 30 year lease," said Lucchino. "The State's commitment to preserving that environment makes us comfortable that the year 2022 will be as exciting for Orioles fans as the 1992 season."

## **SETTLEMENT AGREEMENT AND LEASE AMENDMENT**

This SETTLEMENT AGREEMENT AND LEASE AMENDMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Maryland Stadium Authority ("MSA") and the Baltimore Orioles Limited Partnership ("BOLP"), and is effective as of the date on which this Agreement is approved by the State of Maryland's Board of Public Works ("BPW"). Each of MSA and BOLP may be referred to herein as a "party" and collectively as the "parties."

WHEREAS, BOLP (the successor in interest to The Orioles, Inc.) and MSA entered into an Agreement Regarding Oriole Park At Camden Yards, effective as of September 2, 1992, as subsequently amended on January 20, 1999, December 3, 2001, and by the Settlement Agreement (the "2007 Settlement Agreement"), dated September 17, 2007 (collectively, together with all agreements and correspondences referenced therein and exhibits and attachments thereto, the "Camden Yards Agreement");

WHEREAS, BOLP is required to pay rent to MSA on net Ballpark Advertising revenues in the Ballpark Advertising Rights Areas of the Ballpark under the rent calculation set forth in the Camden Yards Agreement;

WHEREAS, a disagreement arose between the parties as to whether or not advertising signage displayed and affixed on the field side wall behind home plate in the Ballpark, aimed at the broadcast viewing audience, was subject to the rent calculation set forth in the Camden Yards Agreement;

WHEREAS, MSA has authority to enter into this Agreement pursuant to Md. Econ. Dev. Code Ann. §10-613 (2008);

WHEREAS, the parties desire to resolve in their entirety and without arbitration or litigation, now and forever, any and all claims, counterclaims, issues, matters and disputes regarding Rent for advertising signage physically displayed and affixed on the field side wall behind home plate at field level ("BHP Signage") in the Ballpark other than as stated herein at Paragraphs 2 and 3;

NOW THEREFORE, in consideration of the above stated recitals, which are incorporated by reference as if fully set forth herein and in consideration of the limited releases, mutual promises and considerations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In full satisfaction of any and all claims and demands, Section 4.03-2(e) of the Agreement Regarding Oriole Park At Camden Yards, dated September 2, 1992, is amended to reflect that the Rent payable by BOLP to MSA, based on net Ballpark Advertising revenues shall, from and after the effective date of this Agreement, include the following Rent from BHP Signage:

(i) A total of Nine Hundred Thirteen Thousand Four Hundred Twenty-Four Thousand Dollars (\$913,424.00), or Eighteen and Three-Fourths percent (18.75%) of the net revenues from BHP Signage for Rent years 2007, 2008 and 2009, to be paid by BOLP in equal annual installments of One Hundred Eighty-Two Thousand Six Hundred Eighty-Four and 80/100 Dollars (\$ 182,684.80) over a five-year period beginning with the first installment being due on or before November 1, 2010 and continuing on the 1<sup>st</sup> day of November for each of the four (4) succeeding years; and

(ii) Twelve and One-Half percent (12.5%) of the net revenues from BHP Signage for Rent years 2010 through the remainder of the Term, to be paid in accordance with Section 4.04.

2. Notwithstanding Section 1(i) above, the parties acknowledge that this Agreement is being executed prior to the completion of the Orioles' audited year-end Rent Schedule for the 2009 Rent year. As a result, if there is a dispute between the parties with regard to the calculation of the Eighteen and Three-Fourths percent (18.75 %) of the net revenues from BHP Signage for the 2009 Rent year only, following MSA's receipt and examination of the Orioles' audited year-end Rent Schedule for the 2009 Rent year, the parties shall follow the terms and provisions of, and the processes contained in, Section 4.09 of the Camden Yards Agreement with regard to the calculation of the net revenues from BHP Signage for the 2009 Rent year. In the event that the provisions of, and the processes contained in, Section 4.09 of the Camden Yards Agreement results in an adjustment of the 2009 year-end Rent Schedule for BHP Signage, the parties agree that the remaining annual installment payments referenced in Section 1(i) above will be adjusted, on a pro rata basis, to reflect said adjustment.

3. Notwithstanding the foregoing or anything to the contrary contained herein, the parties do not waive, and expressly reserves, all rights, claims, defenses and remedies with respect to "virtual" or electronic advertising that employs electronic images via computer-generated or digital technology to create the appearance of advertising at any location within the Ballpark, including but not limited to the area behind home plate. MSA and BOLP do not amend or waive, and each expressly reserves, all rights, claims, defenses and remedies with regard to Rent claims or counterclaims in connection with the subject of the preceding sentence, including, but not limited to, the claim that Rent is or is not payable

should a backdrop be installed on the field side wall behind home plate for "virtual" or electronic advertising behind home plate in the Ballpark.

4. As a material element of the settlement and resolution of all claims for Rent in connection with BHP Signage, MSA will make no further claims, now or forever, except to the extent set forth in Paragraphs 2 and 3, above, arising from: (i) BHP Signage; (ii) Rent or interest (as defined in the Camden Yards Agreement) based on BHP Signage for the Rent years through and including 2009; and (iii) any reimbursements, costs, interest or expenses claimed or asserted by MSA in connection with any of the foregoing.

5. Except as set forth above, all provisions of the Camden Yards Agreement are ratified and remain unchanged and in full force and effect.

6. Miscellaneous.

a. This Agreement, including all acknowledgments, terms and conditions contained herein, is contingent upon and subject to the approval of the BPW. This Agreement shall be presented to the BPW after signing by both parties and, if approved, shall be effective as of that date. MSA shall use its best efforts to seek the approval of this Agreement by the BPW as written and agreed to by the parties. Should the BPW not approve this Agreement, it shall immediately be NULL AND VOID.

b. This Agreement is a compromise and settlement of disputed claims. Accordingly, neither the fact nor the terms of this Agreement shall be construed as an admission of wrongdoing or liability or breach of any obligation by either party.

c. Unless otherwise provided for in this Agreement, this Agreement does not limit, modify or alter any provision of the Camden Yards Agreement, including, among other things, that this Agreement may not be construed, in whole or in part, to provide any precedent as to the meanings of the terms of the Camden Yards Agreement. Without limiting the foregoing, nothing contained in this Agreement shall be deemed to limit, modify or supersede Paragraph 17 of the 2007 Settlement Agreement, which remains in full force and effect.

d. Unless otherwise provided for in this Agreement, each party reserves and does not waive, any future claims under the Camden Yards Agreement arising after the effective date of this Agreement, including claims for future Rent or exclusions from future Rent.

e. Unless otherwise provide for in this Agreement, all terms used in this Agreement shall have the same meaning as those terms are used and referred to in the Camden Yards Agreement.

f. This Agreement was jointly drafted by both parties. No provision of this Agreement shall be construed against a party solely because that party or that party's counsel drafted that provision.

g. The rights and obligations set forth in this Agreement shall inure to the benefit of, and shall be binding upon the parties to this Agreement and their respective directors, officers, employees, agents, designees, predecessors, successors, representatives and assigns.

h. The parties understand, acknowledge and agree that this Agreement constitutes the sole and complete Agreement between MSA and BOLP with respect to the subject matter herein. Any alleged oral agreements or representations related to the subject matter herein that preceded the execution of this Agreement are hereby merged into this Agreement.

i. This Agreement may not be modified, except by a writing executed by MSA and BOLP.

j. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Maryland, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance and enforcement.

k. The failure by MSA or BOLP to insist in any one or more instances upon the other party's strict performance of any of its obligations under this Agreement shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations. No waiver by MSA or BOLP of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of MSA or by an officer of BOLP.

l. In the event of a breach of this Agreement, the parties shall comply with the dispute resolution provisions contained in the Camden Yards Agreement and shall submit such dispute to arbitration as provided for therein. The parties shall have all legal and equitable rights and defenses provided for in the Camden Yards Agreement, provided however, that no breach shall void this Agreement or the parties' rights and responsibilities contained in this Agreement.

m. Subject to paragraph 6(a) herein, MSA represents and warrants that it has the power and authority to enter into this Agreement, and to carry out and perform each of its obligations under this Agreement in full and represents and warrants that the persons signing this Agreement have the full power and authority to enter into this Agreement.

n. BOLP represents and warrants that it has the power and authority to enter into this Agreement, and to carry out and perform each of its obligations under this Agreement in full. BOLP further represents and warrants that the persons signing this Agreement have the full power and authority to enter into this Agreement.

o. All notices, requests for consents, concurrences or approvals shall be made under the terms and conditions of the Camden Yards Agreement.

p. The parties agree to use their best efforts and cooperate fully with each other to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, to execute any documents and to take any such further actions necessary to effectuate the purposes of this Agreement.

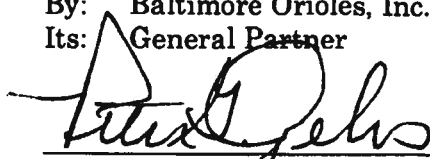
q. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Execution by facsimile or electronic means shall be considered as if original.

r. The parties hereby represent and warrant that prior to the signing of this Agreement they read and understood the Agreement, consulted with counsel of their choice and accept and execute this Agreement freely and voluntarily without duress and intend to be legally bound by it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be knowingly and voluntarily executed and IT IS THEREFORE AGREED, UNDERSTOOD AND ACCEPTED.

WITNESS:

BALTIMORE ORIOLES  
LIMITED PARTNERSHIP  
By: Baltimore Orioles, Inc.  
Its: General Partner



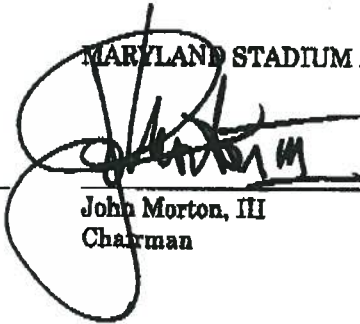
\_\_\_\_\_  
Peter G. Angelos                      Date  
President, Baltimore Orioles, Inc.



WITNESS:

MARYLAND STADIUM AUTHORITY

Pamela J. Miller



John Morton, III  
Chairman

3/17/2011  
Date

**Concession and Catering Operations Amendment to  
Agreement Regarding Oriole Park at Camden Yards**

This Concession and Catering Operations Amendment to Agreement Regarding Oriole Park at Camden Yards (this "Amendment") is made this 16 day of JANUARY, 2013, by and between the Maryland Stadium Authority ("MSA"), a body corporate and politic of the State of Maryland, and the Baltimore Orioles Limited Partnership (the "Orioles"), a Maryland limited partnership and successor in interest to the Orioles, Inc. Each of MSA and the Orioles may be referred to herein as a "party" and collectively as the "parties."

**Recitals**

A. The Orioles and MSA entered into the Agreement Regarding Oriole Park at Camden Yards, effective as of September 2, 1992, as amended, supplemented and/or modified from time to time by various documents, including but not limited to the documents set forth on **Exhibit I**, which is attached and incorporated by reference (collectively "the Existing Lease").

B. Under the Existing Lease, the Orioles have the right to conduct concession operations in certain specified areas of the Ballpark, for Games and Baseball-Related Events, all as defined in the Existing Lease and subject to the terms, conditions and provisions therein.

C. Under the Existing Lease, MSA has the right to conduct catering operations in certain specified areas of the Ballpark, for Catered Events and Special Events, as well as the right to conduct Parking Facility Events and Year-Round Concession Operations at the Ballpark, all as defined in the Existing Lease and subject to the terms, conditions and provisions therein.

D. In accordance with their rights under the Existing Lease, the Orioles were a party to the Concession Agreement Between Baltimore Orioles, Inc. and ARA/Martins Stadium Concession Services Joint Venture dated September 19, 1988; MSA was a party to the Stadium Concession Development Agreement Between ARA/Martins Stadium Concession Services Joint Venture and Maryland Stadium Authority dated September 19, 1988; and the Orioles and MSA were parties to the Agreement Regarding the Stadium Club at the New Baseball Park at Camden Yards dated December 10, 1991 and the Memorandum of Agreement Regarding Sixth Floor Function Room effective as of February 3, 1992 (collectively, the "Former Concession and Catering Agreements"). The Former Concession and Catering Agreements were extended from time to time, but have now all expired in accordance with their terms.

E. Upon the expiration of the Former Concession and Catering Agreements, the Existing Lease provides the Orioles with the right to select a new concessionaire for the Ballpark and to negotiate, enter into and administer an agreement with such concessionaire, subject to certain concurrence rights of MSA.

F. The Orioles entered into the Concession Agreement for Oriole Park dated November 9, 2010 (the "Orioles Concession Agreement") with Maryland Sportservice, Inc., a

Maryland corporation (the "Concessionaire"), whose performance is guaranteed by its parent corporation, Delaware North Companies Sportservice, Inc., a New York corporation.

G. Under the Orioles Concession Agreement, the Concessionaire is required to make a capital investment in the Ballpark and to assume responsibility for marketing the concession and catering spaces and facilities in the Concession Rights Areas, in exchange for the exclusive license to provide Concession Services, as defined therein.

H. In order for the Concessionaire to provide certain of the Concession Services as contemplated by the Orioles Concession Agreement, the parties desire to amend the Existing Lease to expand the rights of the Orioles with respect to conducting concessions, year-round concession operations and catering functions on a year-round basis for all events in the Concession Rights Areas, in exchange for a change in the rent that the Orioles pay to MSA under the Existing Lease.

NOW THEREFORE, in consideration of the mutual promises and considerations set forth herein, and the above Recitals which are incorporated by reference as if fully set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Section 1. Definitions; Rules of Construction.**

1.1. Confirmation of Existing Lease. The provisions of this Amendment are intended to supplement the Existing Lease in effect immediately prior to the execution and delivery hereof. The Existing Lease shall remain in full force and effect and the provisions of the Existing Lease shall apply with like force and effect except to the extent that the provisions are expressly modified by the terms of this Amendment.

1.2. Consistency of Terms. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to them in the Existing Lease.

1.3. Definitions. The capitalized terms defined in this Section 1.3 or elsewhere in this Amendment shall have the meanings set forth herein for all purposes under this Amendment and the Existing Lease:

**"Concession Revenues."** For purposes of this Agreement, "Concession Revenues" shall have the meaning given to such term in Section 4.03-1(b). The Orioles shall be entitled to retain all revenues received by the Orioles pursuant to the Orioles Concession Agreement and this Agreement, subject to the Orioles' obligation to pay Rent as required by Article IV.

**"Concession Rights Areas."** Section 6.01 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Section 6.01. Concession Rights Areas. For purposes of this Agreement, "Concession Rights Areas" shall mean:

- (a) the Ballpark;
- (b) the Concessionaire's Year Round Premises;
- (c) the Catered Event Areas;
- (d) with the exception of the public sidewalks and streets owned by the City, all the grounds, walkways and sidewalks of the Camden Yards Site north of Lee Street, including but not limited to, Eutaw Street, the picnic areas and all the plaza areas (e.g. those presently or formerly known as "Bullpen Parks", "Babe Ruth Plaza", "Home Plate Plaza", "Maryland Square", and "Schaefer Circle");
- (e) all Parking Facilities on the Camden Yards site that are north of Hamburg Street; and
- (f) the walkway between Lee Street and Hamburg Street, known as the pedestrian spine.

**"Concession Services"** shall mean all concession, catering, restaurant, bar and store sales, rentals, services and operations (including but not limited to food, beverage and merchandise sales and services), without limitation, in any portion of the Concession Rights Areas.

**"Concessionaire's Year-Round Premises."** The definition of this term in the Definitions section of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

"Concessionaire's Year-Round Premises" means the concession stands, vendors' commissaries, novelty stands, portable specialty carts, the Concessionaire's warehouse and storage areas (including the retail spaces on the ground floor and the basement-level dressing and uniform distribution areas in the northern portion of the CSX Warehouse), the Concessionaire's offices, the catering holding areas and all kitchen areas of the Ballpark., The Concessionaire's Year Round Premises shall include: the kitchen and storage areas of the areas presently or formerly known as the Camden Club and the Sixth Floor Function Room; Concession 101 and associated rooftop deck bar; and all ground floor and basement level areas of the northern portion of the CSX Warehouse presently used for Year-Round Concession Operations, except for the "grab and go" area presently located in the former mail room space on the ground floor of the CSX Warehouse.

**"MSA Events."** The first sentence of the definition of "MSA Events" in Section 5.01-6 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

“MSA Event(s)” means any Special Event or Parking Facility Event that is held in the Concession Rights Areas and which is not defined as a Game, Baseball-Related Event, Non-Baseball-Related Event or Opt-In/Opt-Out Event under this Section 5.01.

The remainder of Section 5.01-6 in the Existing Lease shall remain unchanged and in full force and effect.

“**Non-Baseball-Related Events**” shall mean any event, other than a Game, a Baseball-Related Event, Catered Event, MSA Event or Opt-In/Opt-Out Event that is held in any of the Concession Rights Areas.

“**Opt-In/Opt-Out Events**” shall mean any event, other than a Game, Baseball-Related Event, Catered Event, Non-Baseball-Related Event, or MSA Event which uses the seating bowl at the Ballpark, and for which tickets are sold to the public or to which public attendance is otherwise anticipated. On an event-by-event basis, MSA and the Orioles shall each have the right to “opt-in” or “opt-out” of participation in Opt-In/Opt-Out Events conducted by each other and each shall share in the net revenues (or losses) received from Opt-In/Opt-Out Events conducted by the other in which they participate, in accordance with the revenue sharing formula set forth in Paragraph 4 of the Amendment to Agreement Regarding Oriole Park at Camden Yards, dated December 3, 2001. For the avoidance of doubt, in the event that the Orioles Opt-In to participate in an Opt-In/Opt-Out Event conducted by MSA, the net revenues shall be shared by the ORIOLES and MSA as follows: 50% to ORIOLES and 50% to MSA.

“**Orioles’ Events**” shall mean all Non-Baseball-Related Events and Catered Events held in any of the Concession Rights Areas.

## **Section 2. Rent.**

2.1. Definitions. The definition of “Concession Revenues” in Section 4.03-1(b) of the Existing Lease is amended by striking Subsection 4.03-1(b) in its entirety and replacing it with the following:

Section 4.03-1(b). Concession Revenues. The phrase “Concession Revenues,” as used in Section 4.03-2(c) shall mean the revenues received by the Orioles under the Orioles Concession Agreement and this Agreement from any and all Concession Services, Year-Round Concession Operations and Catered Events in the Concession Rights Areas, except for Opt-In/Opt-Out Events and except as otherwise agreed upon by the Orioles and MSA on a case by case basis. Notwithstanding the foregoing, revenues received by the Orioles in connection with the following items shall be excluded from the definition of Concession Revenues: (a) game programs and other Orioles publications; (b) game-used merchandise; (c) artwork; (d) revenues that go to the Orioles Foundation

or other charity; and (e) Club videos, lithographs or other publications sold by or consigned to a third party.

The remainder of Section 4.03-1 in the Existing Lease shall remain unchanged and in full force and effect.

2.2. Calculation of Rent. The Orioles' obligation to pay Rent under the Existing Lease is modified, in part, so that the Rent payable to MSA each year of the Term (beginning with the effective date of this Amendment) includes the payment of nine percent (9%) of the Concession Revenues received by the Orioles. Accordingly, Subsection 4.03-2(c) of the Existing Lease is amended by striking it in its entirety (with deletion of sub-subsections (i) through (viii) therein) and replacing it with the following:

(c) nine percent (9%) of the Concession Revenues;

The remainder of Section 4.03-2 in the Existing Lease shall remain unchanged and in full force and effect.

2.3. Documentation of Rent. The form Rent Schedule identified as Exhibit D in Section 4.04-2 of the Existing Lease is modified to reflect the change in Subsection 4.03-2(c). Accordingly, in Exhibit D, the title of the Revenue Category Subject to Rent "Concession Revenues – Championship Season Games & Baseball-Related Events" is deleted and replaced with the title "Concession Revenues", and for each of the eight sub-listed items under the title "Concession Revenues" the Rent %'s number is deleted and replaced with 9%.

### **Section 3. Uses of the Ballpark and Camden Yards Site.**

3.1. Catered Event(s). Subsection 5.01-7 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Catered Events. "Catered Event(s)" mean any event other than a Game, Baseball-Related Event, Non-Baseball-Related Event, MSA Event or Opt-In/Opt-Out Event that is held in one or more of the Concession Rights Areas defined in Section 6.01, the location of which is not restricted to the Catered Event Areas.

3.2. Catered Event Area(s). Subsection 5.01-8 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

"Catered Event Area(s)" means and includes: (a) all areas in the Ballpark, including but not limited to, the club level areas, the deli bars, buffet and lounge areas, the Private Suites, the party suites and the "Diamond Club" buffet and cocktail lounge on the club level of the Ballpark, the upper deck terraces in left field, and the concession areas presently or formerly known as Concession Area #101 (including the rooftop area); (b) the areas presently or

formerly known as the Sixth Floor Function Room in the CSX Warehouse; (c) the areas presently or formerly known as the Camden Club (including the restaurant and grill) in the CSX Warehouse; (d) the Orioles-designated catering areas on the Fourth (4<sup>th</sup>) floor in the CSX Warehouse, including but not limited to the “Designated Hitter Lounge” (which is part of the Orioles’ Year Round Premises); and (e) all present or former concession facility areas on the ground floor in the CSX Warehouse, including but not limited to, the areas presently or formerly known as “Bambino’s”, “Boog’s”, “Dempsey’s Restaurant and Brew Pub”, “Orioles Baseball Store”, “Pastimes”, and the “grab and go” and “Art of the Game” gallery space.

3.3. Expansion of Permitted Uses. Subsection 5.03-1 of the Existing Lease is amended by striking the first sentence and replacing it with the following:

Permitted Uses. The Orioles and their guests, licensees, invitees and concessionaires shall be entitled to the possession and use of the Concession Rights Areas for playing the Games, for conducting Baseball-Related Events, Non-Baseball-Related Events, Catered Events, and Opt-In/Opt-Out Events, for operating the Year-Round Concession Operations, and for conducting the ORIOLES Day-to-Day Business Operations (collectively, the “Permitted Uses”). The ORIOLES shall not use the Ballpark or the Concession Rights Areas for any purposes other than the Permitted Uses without MSA’s prior written approval (which may be granted or withheld in MSA’s sole discretion). For the avoidance of doubt, the Orioles shall not be entitled to conduct Orioles’ Events in (i) spaces identified in Exhibits G and H to this Agreement and/or spaces in the CSX Warehouse occupied by MSA as of January 1, 2011 (collectively, “MSA’s Premises”) without MSA’s prior written approval (which may be granted or withheld in MSA’s sole discretion), or (ii) spaces in the CSX Warehouse leased by MSA to third parties without such third parties’ prior written approval.

The remainder of Section 5.03-1 of the Existing Lease, which was amended pursuant to Paragraph 4 of the Amendment to Agreement Regarding Oriole Park at Camden Yards, dated December 3, 2001, shall remain unchanged and in full force and effect.

3.4. Extension of Periods of Use. Subsection 5.03-4 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Use of Concession Rights Areas. In addition to the exclusive rights to the possession and use of the Orioles’ Year-Round Premises and the Ballpark as provided respectively in Subsections 5.03-2 and 5.03-3, the Orioles shall be entitled to use all areas of the Concession Rights Areas (other than MSA’s Premises) for Permitted Uses at all times, in accordance with the terms of this Agreement, and subject to MSA’s rights to the concurrent use of the Concession Rights Areas as provided in this Article V.

3.5. MSA’s Use of Concession Rights Areas. Section 5.04 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

MSA's Use of Concession Rights Areas. MSA shall have the right to use the Concession Rights Areas (other than the Orioles' Year-Round Premises and the Concessionaire's Year-Round Premises, except as authorized in Article VIII) for the purpose of conducting MSA's day-to-day business and fulfilling its obligations under this Agreement. MSA shall have the exclusive right to the use and possession of MSA's Premises. In addition, MSA shall have the right to conduct (or to authorize others to conduct) Special Events and Parking Facility Events, as provided in this Article V. MSA shall also have the rights provided for in Article VII with respect to the Parking Facilities.

3.6. Elimination of MSA Right to Conduct Catered Events. Section 5.05 of the Existing Lease is amended by striking any inclusion or reference to "Catered Events" therein. Section 5.05 of the Existing Lease shall remain unchanged and in full force and effect with respect to MSA's responsibilities in connection with Special Events. Section 5.06 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Conduct of Catered Events. The Orioles shall have the sole right to conduct (or to authorize others to conduct) Catered Events under this Agreement.

3.7. Parking Facility Events. Section 5.08 of the Existing Lease is amended to reflect that the requirements of Section 5.10 (Scheduling) shall apply to Parking Facility Events.

3.8. Scheduling Responsibilities and Procedures. Section 5.10 of the Existing Lease is amended, in part, as follows:

3.8.1 Scheduling Calendar. Subsection 5.10-1 is amended by adding "Non-Baseball-Related Events", "Parking Facility Events", and "Opt-In/Opt-Out Events" to the list of events set forth in the first sentence, and by adding the following sentence at the end of the subsection:

The Orioles shall provide MSA, or shall cause the Concessionaire to provide MSA, with all weekly updates of the Scheduling Calendar.

The remainder of Subsection 5.10-1 in the Existing Lease shall remain unchanged and in full force and effect.

3.8.2. Scheduling Catered Events and Non-Baseball-Related Events. Subsection 5.10-3 is amended by deleting it in its entirety and replacing it with the following:

Scheduling Catered Events and Non-Baseball-Related Events. The Orioles shall notify MSA (or cause the Concessionaire to notify MSA) of the proposed scheduling of any Catered Event or Non-Baseball-Related Event at least 15 days before the date proposed for such Event. Such notice shall also describe the nature of the Event and the specific Concession Rights Areas to be involved.

3.8.3. Scheduling Special Events. Subsection 5.10-4(a) is amended to include "Parking Facility Events" and to reflect that Special Events and Parking Facility Events may be scheduled for any date which is not part of an Exclusive Use Period and which does not conflict with a



Baseball-Related Event, a Catered Event, a Non-Baseball-Related Event, or an Opt-In/Opt-Out Event previously scheduled by the ORIOLES in accordance with Section 5.10.

The remainder of Section 5.10-4 in the Existing Lease shall remain unchanged and in full force and effect.

3.9. Camden Yards Events; Priorities. The expanded rights granted to the Orioles in this Amendment shall be exercised in accordance with the requirements of Section 5.17 of the Existing Lease. Consistent with the goal of the harmonious use of the Camden Yards Site with the National Football League team tenant of the Football Stadium stated therein, if the Orioles or the Concessionaire desire to provide any Concession Services on a date that the seating bowl of the Football Stadium is scheduled to be used for a football game or the seating bowl of the Football Stadium is to be used for another event of the tenant of the Football Stadium, they shall first obtain the written consent of the tenant of the Football Stadium, except as set forth in this Amendment with respect to (i) the Year-Round Concession Operations on the ground floor of the CSX Warehouse, and (ii) non-Game Day Catered Events that are confined to Catered Event Areas within the CSX Warehouse, the rooftop deck of Concession 101 and/or the club-level and concourse areas of the baseball stadium which shall not require any consent of the tenant of the Football Stadium.

#### **Section 4. Concession Services.**

4.1. Orioles' Exclusive Right to Provide. Subsection 6.02-1 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Generally. Except for the rights specifically granted to MSA in the Orioles Concession Agreement, and except as otherwise provided in this Section 6.02, during the Term the Orioles shall have the exclusive right to provide all Concession Services in all areas and spaces of the Concession Rights Areas as provided in this Section 6.02. The Orioles' rights with respect to Concession Services shall include the right to select a concessionaire for the Ballpark for all events held at the Ballpark (regardless of whether such events are held or sponsored by the Orioles), to negotiate and enter into an agreement with such concessionaire, and to administer such agreement in accordance with this Agreement.

4.2. Year-Round Concession Operations. Subsection 6.02-2 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Year-Round Concession Operations. The concession facilities presently existing on the ground-floor level of the northern portion of the CSX Warehouse (the "Year-Round Concession Operations") may be operated on a year-round basis unless otherwise agreed to by the parties and the Concessionaire. The Orioles shall not permit the Concessionaire to operate any other restaurants or bars within the Concession Rights Areas on a year-round basis, without MSA's prior concurrence which shall not be unreasonably withheld. On any date that the seating bowl of the Football Stadium is

scheduled to be used for a football game or the seating bowl of the Football Stadium is to be used for another event of the tenant of the Football Stadium, the Orioles shall not permit the Concessionaire to operate the Year-Round Concession Operations presently known as “Dempsey’s Restaurant and Brew Pub” (the “Year-Round Concession Restaurant”) outside of the normal operating hours or locations for such operations.

4.3. Temporary Concession Facilities. Subsection 6.02-3 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Temporary Concession Facilities. The Concessionaire shall be permitted to conduct concession operations through the erection and operation of temporary or portable concession facilities (“Temporary Concession Operations”) in the Concession Rights Areas on a year-round basis unless otherwise agreed to by the parties and the Concessionaire. On any date that the seating bowl of the Football Stadium is scheduled to be used for a football game or the seating bowl of the Football Stadium is to be used for another event of the tenant of the Football Stadium, however, the Orioles shall not permit the Concessionaire to conduct Temporary Concession Operations without the prior written consent of the tenant of the Football Stadium, except as set forth in Subsection 6.02-2 and except for non-Game Day Catered Events that are confined to Catered Event Areas within the CSX Warehouse, the rooftop deck of Concession 101 and/or the club-level and concourse areas of the baseball stadium which shall not require any consent of the tenant of the Football Stadium.

4.4. Concession Revenues.

4.4.1 Subsection 6.09-1 of the Existing Lease is amended to insert the following sentence at the end of the subsection:

The Orioles shall be entitled to retain all Concession Revenues received by the Orioles under the Orioles Concession Agreement and this Agreement, subject to the Orioles’ obligation to pay Rent as required by Article IV.

The remainder of Subsection 6.09-1 in the Existing Lease shall remain unchanged and in full force and effect.

4.4.2 Subsections 6.09-2 and 6.09-3 of the Existing Lease are amended by striking them in their entirety.

## **Section 5. Conducting Events and Operations.**

5.1. Orioles’ Events. The obligations set forth in this Section 5 of this Amendment shall apply to all Non-Baseball-Related Events and Catered Events (collectively, “Orioles’ Events”) in the Concession Rights Areas.

5.2. Marketing. The Orioles shall require the Concessionaire to actively and aggressively market the availability of the Concession Rights Areas and services to be provided

therein. The Orioles shall require the Concessionaire to submit to both the Orioles and MSA, on or before the 15<sup>th</sup> of January during each year of the Term, an annual comprehensive marketing plan, which shall include a commitment by the Concessionaire to spend a commercially reasonable amount in marketing expenditures (in cash or in kind) each year to promote catering sales in the Concession Rights Areas.

5.3. Event Planning. The Orioles shall require the Concessionaire to coordinate and implement all event planning for the Concession Rights Areas, which shall include but not be limited to (a) providing MSA at all times with a current form of the Concessionaire's event contract, which shall comply with the applicable industry standards; (b) maintaining the Scheduling Calendar, as provided in Section 3.5.1 of this Amendment; and (c) scheduling walk-through inspections, both before and after each Orioles' Event, at the option of MSA.

5.4. Written Agreements. The Orioles shall enter, or shall cause the Concessionaire to enter, a written agreement for every Orioles' Event, expressly notifying the obligor for each Orioles' Event of all reasonable restrictions and prohibitions that apply (or may apply) in view of the scope of activities to be conducted.

5.5. Operations. The Orioles shall be responsible, or shall require the Concessionaire to be responsible, for conducting all Orioles' Events and for hiring and compensating all personnel needed for such operations. The Orioles shall be responsible for: (a) enforcing the Concessionaire's compliance with minimum standards of operation, to be reasonably agreed upon by MSA and the Orioles; (b) operating the Ballpark Information Systems in compliance with Article V and Article X; (c) providing and supervising any required crowd control or management within the Concession Rights Areas; and (d) working cooperatively with any police, event security, traffic control or emergency medical assistance, as required, during any Orioles' Events.

5.6. Service Costs. MSA shall provide building entrance security, standard utilities (e.g., HVAC and existing electrical service), and trash removal for all Orioles' Events. If any special additional services (e.g., emergency fire or medical service, temporary electrical hook-ups, porter services during an event, etc.) are required for any Orioles' Event, then MSA agrees to provide such services, and the Orioles shall reimburse MSA, or shall require the Concessionaire to reimburse MSA, for the actual cost to MSA of any special additional services. The Orioles shall pay, or shall cause the Concessionaire to pay, for all cleaning costs in connection with all Orioles' Events. MSA shall facilitate the Ballpark janitorial contractor's direct billing of the Orioles, or the Concessionaire, for all such cleaning costs. MSA shall not be responsible at any time for the cleaning, repair, replacement or refurbishment of any built-in furniture or movable furniture in the Concession Rights Areas on the sixth, seventh or eighth floors of the CSX Warehouse.

5.7. Duty to Defend, Indemnify and Insure. MSA shall have no responsibility or liability whatsoever to the Orioles or to any other party for any actions or omissions of the Concessionaire in connection with the Concessionaire's performance under the Orioles Concession Agreement. The Orioles shall require that the Concessionaire agree in writing, in form reasonably satisfactory to MSA, to indemnify, defend and hold harmless MSA, and its

officers, directors, agents and employees, from and against all costs, liabilities, damages, losses or expenses of any kind or nature whatsoever (including reasonable attorneys' fees and expenses) which MSA may incur as a result of the Concessionaire's negligence or the Concessionaire's breach of its obligations under the Orioles Concession Agreement. The Orioles shall further require the Concessionaire to procure and maintain insurance sufficient at all times to cover any claims or liabilities which may arise from the operation of facilities or the conducting of events under the Orioles Concession Agreement. The form and amount of such insurance shall be subject to MSA's reasonable concurrence, and MSA shall be specifically named as an additional insured on all such insurance policies. The Orioles shall furnish to MSA a certificate evidencing the Concessionaire's required insurance coverage and/or copies of the Concessionaire's insurance policies, upon the request of MSA.

5.8. Fire or Casualty. If any part of the Concessionaire's Year-Round Premises is damaged or destroyed in whole or in part by fire or other casualty, the Orioles shall require the Concessionaire to be responsible for repairing, replacing or otherwise restoring all affected furnishings, equipment and other personal property installed or stored in the Concessionaire's Year-Round Premises, at the expense of the Concessionaire. The Orioles shall also require that the Concessionaire agree in writing, in form reasonably satisfactory to MSA, to repair, replace and restore any affected facilities or property in the Concessionaire's Year-Round Premises, at the expense of the Concessionaire.

5.9. Environmental Hazards. Subsection 8.16-2 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

Responsibilities of MSA and the Concessionaire. The Orioles shall require the Concessionaire to be solely responsible, at its own cost and expense, for the identification, management, control, abatement, clean-up, removal and prevention of any Environmental Hazard in the Concessionaire's Year-Round Premises. MSA shall be solely responsible, at its own cost and expense, for the identification, management, control, abatement, clean-up, removal and prevention of any Environmental Hazard in any other area. All costs and expenses associated with the identification, management, control, containment, abatement, clean-up, removal and prevention of such Environmental Hazards shall be paid by the Concessionaire or MSA, as the case may be, and in no case shall such costs or expenses constitute or be funded as Improvements for purposes of this Article VIII.

## **Section 6. Year-Round Concession Operations.**

6.1. Right to Locate. The Orioles shall have the right to locate restaurant(s) or other year-round specialty food and/or beverage or food service areas in the Concession Rights Areas, as may from time to time be desirable, subject to the concurrence of MSA which shall not be unreasonably withheld. In accordance with this right, the Orioles and the Concessionaire have located Year-Round Concession Operations in the ground-floor level areas of the northern portions of the CSX Warehouse, as of the date of this Amendment.

6.2. Costs of Operation, Maintenance and Repair. MSA shall be responsible for the cost of providing ordinary utility service to the Year-Round Concession Operations. The Orioles shall require the Concessionaire to agree in writing to be responsible for maintaining and repairing the Year-Round Concession Operations and the associated exterior signage of the Year-Round Concession Operations installed in accordance with Section 6.3.

6.3. Exterior Signage. Signage for the Year-Round Concession Operations shall be permitted on the exterior of the CSX Warehouse, or other reasonable locations agreed upon by the parties, subject to MSA's consent as to design, size, location and aesthetics, which consent shall not be unreasonably withheld. The Orioles shall be responsible, or shall require the Concessionaire to be responsible, for all costs and expense of the design, manufacturing, and installation of such signage.

6.4. Parking. From the allotment of parking spaces provided to the Orioles pursuant to Section 7.05-1(c) of the Existing Lease, MSA shall designate and mark with signage a total of ten (10) parking spaces located proximate to the entrance of the Year-Round Concession Operations. The designated spaces shall be reserved for the use of patrons of the Year-Round Concession Operations on a no-fee basis at all times; provided however, that if the Orioles determine that such spaces are not needed for the Year-Round Concession Operations, the spaces shall revert back to Orioles' spaces. The Orioles may also use any other parking spaces allocated for their use under Section 7.05-1(c) of the Existing Lease for no-fee parking for patrons of the Year-Round Concession Operations. MSA further agrees that the Orioles may use any of the free, short-term parking spaces, provided pursuant to Section 7.05-3 of the Existing Lease for no-fee parking for patrons of the Year-Round Concession Operations, if needed at any time. In addition to the foregoing, except during (a) normal working hours (8:00 a.m. through 5:00 p.m. on weekdays) or (b) times when fees in the Parking Facilities are being collected in connection with games or events at the Football Stadium, parking for patrons of the Year-Round Concession Operations will be provided in the Parking Facilities on a no-fee basis.

6.7. Relocation of MASN Studio. Should the Orioles determine, at their discretion, to relocate the MASN pre-Game and post-Game studio, presently located in the picnic area of the Ballpark (as more particularly described in the letter dated April 2, 2009, between MSA and MASN) to the Year-Round Concession Operations, MSA hereby consents to such relocation, subject only to rights of design approval that MSA may have under the Existing Lease. Such design approvals, if any, shall not be unreasonably withheld or conditioned.

6.8. Application of Concessionaire Obligations. For the avoidance of doubt, the obligations and responsibilities set forth in Sections 5.7, 5.8 and 5.9 of this Amendment shall apply at all times to the Year-Round Concession Operations.

## **Section 7. Rights of MSA.**

7.1. Right of Direct Enforcement. Section 6.11 of the Existing Lease is amended by striking it in its entirety and replacing it with the following:

The Orioles acknowledge that MSA has a material interest in the performance of the Concessionaire under the Orioles Concession Agreement, and that MSA does not have any right to enforce the obligations (other than indemnification) of the Concessionaire under the Orioles Concession Agreement, except through the Orioles. Accordingly, at MSA's request, the Orioles shall take such action as may be necessary, in the reasonable judgment of the Orioles: (i) to cause the Concessionaire to comply with all of its obligations under the Orioles Concession Agreement, including, but not limited to, the Concessionaire's obligations provided therein: (a) to make the improvements and to comply with the timetable for construction and installation of improvements to the Concessionaire's Year-Round Premises; (b) to maintain the Operating Reserve Account; (c) to repair and maintain the Concessionaire's Year-Round Premises; (d) to comply with the "Standards of Performance and Additional Operational Requirements"; (e) to obtain the permits, licenses, and approvals for all operations in the Concession Rights Areas; (f) to pay the commissions owed to the Orioles on a timely basis, as required; and (ii) to provide insurance coverage and indemnification to MSA, upon the terms and conditions required in this Agreement. If MSA believes that the Concessionaire has failed to comply with its obligations, MSA shall notify the Orioles in writing, and the parties shall then meet promptly with each other and with the Concessionaire and attempt in good faith to resolve the matter. If disputes arise between MSA and the Orioles regarding the Orioles' compliance with the requirements of this Section 6.11 which cannot be resolved informally between the Orioles and MSA, such disputes shall be submitted for arbitration in accordance with Article XVI of this Agreement.

7.2. Right of Entry and Inspection. MSA shall have the right to enter into and upon any and all parts of the Concessionaire's Year-Round Premises, for the purpose of carrying out its obligations under this Agreement, or for any other legitimate reason related to the obligations of the Concessionaire or the rights or obligations of MSA under this Agreement. Before entering any part of the Concessionaire's Year-Round Premises, MSA shall provide the Concessionaire with at least twenty-four (24) hours' prior written notice, unless the entry is for the purpose of addressing an emergency which threatens health, safety, or the structure or security of the Ballpark. In such emergencies, MSA shall nevertheless provide the Concessionaire with as much prior notice of such entry as is reasonably practicable under the circumstances. The Orioles shall require the Concessionaire to cooperate fully with MSA's rights, as set forth in this Section 7.2.

## **Section 8. Miscellaneous.**

(a) This Amendment, including all acknowledgments, terms and conditions contained herein, is contingent upon and subject to the approval of the Maryland Board of Public Works ("BPW"). This Agreement shall be presented promptly to the BPW after signing by both parties and, if approved, shall be effective as of January 1, 2011. MSA shall use its best efforts to seek the approval of this Agreement by the BPW as written and agreed to by the parties. Should the BPW not approve this Agreement, it shall immediately be NULL AND VOID.

(b) Within thirty (30) days of the approval of this Amendment by the BPW, the Orioles shall pay MSA Rent in the amount of nine percent (9%) of the Concession Revenues received for the period beginning on January 1, 2011 through and including December 31, 2012, plus interest thereon computed at the rate of 1.75 percentage points above the prevailing prime

rate, as set forth in the *Wall Street Journal* on the date of BPW approval. Interest shall be calculated as follows: interest for the 2011 calendar year Rent payments shall begin to accrue effective 2/1/2012, and interest for the 2012 calendar year Rent payments shall begin to accrue effective 2/1/2013. With the payment of this Rent, the Orioles shall furnish to MSA a written schedule showing all revenues subject to the Rent payment for the applicable period of time, in accordance with GAAP. The schedule shall be examined by the Orioles' independent auditors and shall include the opinion of such auditors that the revenues reflected present fairly, in all material respects, the Concession Revenues of the Orioles subject to the payment Rent for the applicable period.

(c) Within thirty (30) days of the approval of this Amendment by the BPW, MSA shall pay the Orioles concessionaire for the costs of non-Game Day Catered Events incurred from October 1, 2010 through December 31, 2010 in the amount of \$121,655.82. Within thirty (30) days of the approval of this Amendment by the BPW, the Orioles shall reimburse MSA for fifty percent (50%) of such costs of non-Game Day Catered Events from October 1, 2010 through December 31, 2010 in the amount of \$60,827.91 plus fifty percent (50%) of MSA's cleaning costs for non-Game Day Catered Events during the same period of time in the amount of \$10,500.

(d) Each party reserves and does not waive, any future claims under the Existing Lease arising after the effective date of this Amendment, including claims for future Rent or exclusions from future Rent.

(e) Except as set forth in this Amendment, all provisions of the Existing Lease are ratified and are in full force and effect.

(f) This Amendment was jointly drafted by both parties. No provision of this Amendment shall be construed against a party solely because that party or that party's counsel drafted that provision.

(g) The rights and obligations set forth in this Amendment shall inure to the benefit of, and shall be binding upon the parties to this Amendment and their respective directors, officers, employees, agents, designees, predecessors, successors, representatives and assigns.

(h) The parties understand, acknowledge and agree that this Amendment constitutes the sole and complete Amendment between MSA and the Orioles with respect to the subject matter herein. Any alleged oral or written agreements or representations related to the subject matter herein that preceded the execution of this Amendment are hereby merged into this Amendment.

(i) This Amendment may not be modified, except by a writing executed by MSA and the Orioles.

(j) This Amendment shall be enforced and interpreted in accordance with the laws of the State of Maryland, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance and enforcement.

(k) The failure by MSA or the Orioles to insist in any one or more instances upon the other party's strict performance of any of its obligations under this Amendment shall be limited to that particular instance, and shall not be deemed or construed as a waiver or relinquishment of the right to require and enforce the future performance of such obligations. No waiver by MSA or the Orioles of any provision of this Amendment shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of MSA or by an officer of the Orioles.

(l) In the event of a breach of this Amendment, the parties shall comply with the dispute resolution provisions contained in the Existing Lease and shall submit such dispute to arbitration as provided for therein. The parties shall have all legal and equitable rights and defenses provided for in the Existing Lease, provided however, that no breach shall void this Amendment or the parties' rights and responsibilities contained in this Amendment.

(m) Subject to Paragraph 8(a) herein, MSA represents and warrants that it has the power and authority to enter into this Amendment, and to carry out and perform each of its obligations under this Agreement in full and represents and warrants that the persons signing this Amendment have the full power and authority to enter into this Amendment.

(n) The Orioles represent and warrant that they have the power and authority to enter into this Amendment, and to carry out and perform each of its obligations under this Amendment in full. The Orioles further represent and warrant that the persons signing this Amendment have the full power and authority to enter into this Amendment.

(o) All notices, requests for consents, concurrences or approvals shall be made under the terms and conditions of the Existing Lease, with the address for notice to MSA being changed under Section 26.02-2 of the Existing Lease to:

The Warehouse at Camden Yards  
333 West Camden Street, Suite 500  
Baltimore, Maryland 21201

(p) The parties agree to use their best efforts and cooperate fully with each other to cause this Amendment to become effective, to obtain all necessary approvals, consents and authorizations, to execute any documents and to take any such further actions necessary to effectuate the purposes of this Amendment.

(q) This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Execution by facsimile or electronic means shall be considered as if original.



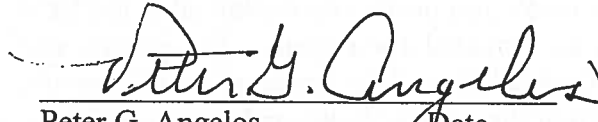
(r) The parties hereby represent and warrant that prior to the signing of this Amendment they read and understood the Amendment, consulted with counsel of their choice and accept and execute this Amendment freely and voluntarily without duress and intend to be legally bound by it.

IN WITNESS WHEREOF, the parties have caused this Agreement to be knowingly and voluntarily executed and IT IS THEREFORE AGREED, UNDERSTOOD AND ACCEPTED.

WITNESS:

BALTIMORE ORIOLES  
LIMITED PARTNERSHIP  
By: Baltimore Orioles, Inc.  
Its: General Partner

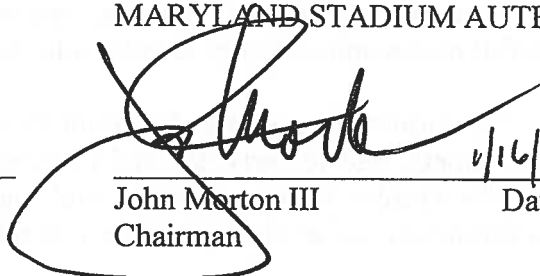
  
\_\_\_\_\_

  
Peter G. Angelos Date  
President, Baltimore Orioles, Inc.

WITNESS:

MARYLAND STADIUM AUTHORITY

  
\_\_\_\_\_

  
John Morton III 1/16/2014  
Chairman Date

**EXHIBIT I**

See Attached.

**EXHIBIT I**  
**As of 05/08/13**

The Agreement Regarding Oriole Park at Camden Yards, effective as of September 2, 1992 (the "Lease"), has been supplemented by the following arbitration awards and settlement agreements approved by the Board of Public Works:

1. Arbitration Award, AAA case number: 21 199 00076 97, dated February 11, 1998 (the "Parking Arbitration");
2. Amendment to Agreement Regarding Oriole Park at Camden Yards, dated December 3, 2001 (the "Parity Arbitration Award Amendment");
3. Settlement Agreement, dated September 17, 2007 (regarding the Ballpark Information System); and
4. Settlement Agreement and Lease Amendment, dated October, 10, 2010 (regarding Behind Home Plate signage).

In addition, the parties have executed numerous side letters and agreements pertaining to various terms of the Lease.

Final Draft 1.10.22

**Hardcopy Received**

kdiaz, 6/27/2022, 11:56:09 AM

**Amendment to**  
**Agreement Regarding Oriole Park at Camden Yards**

This Amendment to Agreement Regarding Oriole Park at Camden Yards (this “**Amendment**”) is made this 25 day of January, 2022, by and between The Maryland Stadium Authority (“**MSA**”), a body corporate and politic of the State of Maryland, and the Baltimore Orioles Limited Partnership (the “**Orioles**”), a Maryland limited partnership and successor in interest to the Orioles, Inc. Each of MSA and the Orioles may be referred to herein as a “party” and collectively as the “parties.”

**Recitals**

A. The Orioles, as successor-in-interest to The Orioles, Inc., and MSA are parties to that certain Agreement Regarding Oriole Park at Camden Yards, effective as of September 2, 1992, as amended, supplemented and/or modified from time to time by various documents (collectively, the “**Lease**”).

B. The Orioles desire to perform Improvements (as defined in Section 8.01-8 of the Lease) to the Ballpark (as defined in the Lease) generally consisting of the removal of certain seating from the seating bowl, demolition of a portion of the substructure of the seating bowl, relocation of the left foul pole, left field wall, and left field warning track to points farther from home plate, and the expansion of the grass playing field to the areas vacated by the foregoing (collectively, the “**Left Field Project**”).

C. The Orioles desire that the Left Field Project be completed prior to March 31, 2022, the anticipated first day of the 2022 Championship Season at the Ballpark.

D. The Orioles have engaged design professionals and determined that the Left Field Project will cost approximately \$3,500,000.

E. MSA and the Orioles have concluded that neither is there sufficient time nor are there sufficient amounts available in the Improvements Fund (as defined in Section 8.10 of the Lease) to complete the Left Field Project prior to March 31, 2022 in accordance with the procedures and requirements set forth in Section 8.11 of the Lease. The parties have also concluded that the amounts available in the Improvements Fund should be retained to pay for potential changes to the Ballpark to comply with certain physical requirements under consideration by Major League Baseball.

F. The Orioles desire that MSA (i) consent to the Left Field Project as an alteration to be made by the Orioles in accordance with Section 8.13-2 of the Lease, and (ii) reimburse the Orioles for the actual cost of the Left Field Project (but not in excess of \$3,500,000) by crediting a certain portion of such costs against the Rent (as defined in Section 4.03-2 of the Lease, as amended) due for 2022 and future calendar years.

NOW THEREFORE, in consideration of the mutual promises and considerations set forth herein, and the above Recitals which are incorporated by reference as if fully set forth herein, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERMS.

1.1 Left Field Project. MSA hereby gives its prior written consent to the Left Field Project substantially as set forth in the preliminary plans and specifications for the Left Field Project referenced in Schedule 1 to this Amendment (collectively, the “**Left Field Project Concept Plans**”) and subject to MSA’s review and approval of the final plans and specifications for the Left Field Project, which are to be prepared by the Orioles on a so-called “design-build” basis, based on the Left Field Project Concept Plans. MSA has reviewed and approved the Left Field Project Concept Plans. As and when the Orioles have obtained more detailed plans, drawings and specifications for the Left Field Project that are stamped by a professional engineer licensed in the State of Maryland, the Orioles shall submit same to MSA for review and approval, which approval (a) shall not be unreasonably withheld, and (b) shall be limited to confirming that (i) the more detailed plans, drawings, and specifications are consistent with the previously approved plans, drawings, and specifications, (ii) such plans, drawings, and specifications are stamped by a professional engineer licensed in the State of Maryland, and (iii) the Orioles have obtained all necessary permits from the City of Baltimore and the Maryland Department of the Environment. If MSA does not affirmatively deny approval of any of the more detailed plans, drawings, and specifications within forty-eight (48) hours after actual receipt thereof and such plans, drawings, and specifications have been stamped by a professional engineer licensed in the State of Maryland, MSA’s approval shall be deemed given. The Orioles acknowledge and agree that any material alteration of the stamped and approved final detailed plans, drawings, and specifications (the “**Final Left Field Project Plans**”) or material deviation of the Left Field Project from the Final Left Field Project Plans shall require MSA’s prior written consent, which shall not be unreasonably withheld or delayed. If MSA does not affirmatively deny approval of any such material alteration or material deviation within forty-eight (48) hours after actual receipt thereof, MSA’s approval of such material alteration or material deviation, as the case may be, shall be deemed given provided that (x) the Orioles obtain final as-built plans, drawings, and specifications stamped by a professional engineer licensed in the State of Maryland and (y) such material alteration or deviation, as the case may be, does not violate the terms of any permit issued by the City of Baltimore or the Maryland Department of the Environment.

1.2 Reimbursement for Left Field Project as Rent Credits.

(a) The “**Total Project Cost**” shall be the sum total of all invoices for the Left Field Project, both hard and soft costs, submitted to MSA, together with evidence of payment and supporting documentation (such as an architect’s Certificate of Payment) acceptable to MSA in its reasonable judgment, on or before June 30, 2022, but not to exceed the amount of \$3,500,000 (*i.e.*, if the sum total of such paid invoices were to exceed \$3,500,000, the Total Project Cost would be deemed to be \$3,500,000).

(b) The Orioles may apply up to one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost as credit against the Rent due for 2022 and up to one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost as credit against the Rent due for 2023. To claim such credits, the Orioles shall provide written notice to MSA of the specific amount claimed as a credit when submitting each of the Rent Schedules due by July 31 of the applicable year and by January 31 of the year following the applicable year; provided, however, that in no event shall any credit exceed the Rent due with each such Rent Schedule.

(c) If the Term of the Lease is extended beyond December 31, 2023 (whether pursuant to Section 2.04 of the Lease or otherwise) or the parties enter into a new lease or other use and occupancy agreement of the Ballpark, the Orioles may apply up to one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost as credit against the Rent due under the extended lease or new lease or other use and occupancy agreement for 2024, up to one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost as credit against such Rent due for 2025, and up to the remainder of the Total Project Cost as credit against such Rent due for 2026. To claim such credits, the Orioles shall provide written notice to MSA of the specific amount claimed as a credit when submitting each of the Rent Schedules due by July 31 of the applicable year and by January 31 of the year following the applicable year; provided, however, that in no event shall any credit exceed such Rent due with each such Rent Schedule.

(d) Nothing herein shall be construed as authorizing a credit against the Rent due for any calendar year other as specified herein. Reimbursement to the Orioles for the Total Project Cost shall be limited to the credits against Rent as provided herein. The Orioles shall not be entitled to any further reimbursement of the Total Project Cost if and to the extent the total credits against Rent hereunder are less than the Total Project Cost.

(e) Notwithstanding anything to the contrary contained in this Amendment, if for any reason in one (1) or more years the Orioles apply less than one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost as a credit against the Rent for such year, then, in addition to the other credits to which the Orioles are entitled, the Orioles shall be permitted to apply the difference between one-fifth ( $\frac{1}{5}$ ) of the Total Project Cost and the amount of the actual credit applied for the year(s) in question against the Rent that is due for any subsequent year(s).

### 1.3 No Effect on Other Obligations Under Article IV of Lease.

(a) In no way shall the credit against Rent provided under this Amendment affect or reduce the obligation of the Orioles to collect and pay Admissions Tax in accordance with Section 4.02 of the Lease and applicable law.

(b) Nothing in this Amendment shall relieve the Orioles of their obligations to timely prepare and deliver to MSA all Rent Schedules and supporting documentation in accordance with Section 4.04 of the Lease.

2. GENERAL.

2.1 All terms and provisions of the Lease are ratified and shall remain in full force and effect except to the extent expressly modified by this Amendment.

2.2 All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to them in the Lease.

2.3 This Amendment is contingent upon and subject to the approval of the Maryland Board of Public Works (the "BPW"). MSA shall immediately present this Amendment to the BPW after signing by both parties and, if approved, shall be effective as of the date approval is given by the BPW. Should the BPW not approve this Amendment, it shall immediately be NULL AND VOID, except that the Orioles shall be permitted to proceed with the Left Field Project in accordance with all of the terms and conditions contained in this Amendment, but without the Rent credits set forth in Section 1.2 above.

2.4 (a) The Orioles represent and warrant they have obtained consent to and/or approval of the Left Field Project from all persons, if any, whose consent or approval is required for such modification of the Ballpark under the Constitution or Rules of Major League Baseball, under any agreement of Major League Baseball and/or the Orioles with any individual or group of Major League Baseball players, or under any collective bargaining agreement of Major League Baseball and/or the Orioles with any union representing Major League Baseball players.

(b) The Orioles covenant that they shall obtain consent to and/or approval of the Final Left Field Project Plans from all persons, if any, whose consent or approval is required for such plans under the Constitution or Rules of Major League Baseball, under any agreement of Major League Baseball and/or the Orioles with any individual or group of Major League Baseball players, or under any collective bargaining agreement of Major League Baseball and/or the Orioles with any union representing Major League Baseball players.

2.5 The Orioles represent and warrant that they have the power and authority to enter into this Amendment and to carry out and perform their obligations under this Amendment, and that the person signing this Amendment on behalf of the Orioles has the full power and authority to enter into this Amendment.

2.6 The parties understand, acknowledge and agree that this Amendment constitutes the sole and complete Amendment between MSA and the Orioles with respect to the subject matter herein. Any oral or written agreements or representations related to the subject matter herein that preceded the execution of this Amendment are hereby merged into this Amendment.

2.7 The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties and their respective directors, officers, employees, agents, designees, predecessors, successors, representatives, and assigns.

2.8 This Amendment shall be interpreted and enforced in accordance with the laws of the State of Maryland.

2.9 This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Execution by facsimile or electronic means shall be considered as if original.

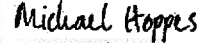
IN WITNESS WHEREOF, the parties have caused this Agreement to be knowingly and voluntarily executed and IT IS THEREFORE AGREED, UNDERSTOOD AND ACCEPTED.

WITNESS:

BALTIMORE ORIOLES  
LIMITED PARTNERSHIP

By: Baltimore Orioles, Inc.,  
its general partner

DocuSigned by:  
  
E09B2B3ED286468

DocuSigned by:  
  
By: Michael Hoppes  
Name: Michael Hoppes  
Title: CFO/SVP, Finance

Date: 1/14/2022

WITNESS:

MARYLAND STADIUM AUTHORITY



By:   
Thomas E. Kelso  
Chairman

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:


  
Assistant Attorney General

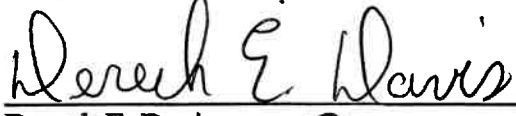



Approved by the Board of Public Works of the State of Maryland at a meeting held on the 26<sup>th</sup> day of JANUARY, 2022 as Item No. 12 on the Secretary's Agenda.

BOARD OF PUBLIC WORKS  
OF THE STATE OF MARYLAND

By:   
Lawrence J. Hogan, Jr., Governor  
Boyd K. Rutherford, Lieutenant Governor

  
John T. Gontrum, Esquire  
Executive Secretary (as to all)

By:   
Derek E. Davis

By:   
Peter Franchot, Comptroller


(Notary for Governor)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of JUNE, 2022, before me, the subscriber, a Notary Public, personally appeared Lawrence J. Hogan, Jr. the Lieutenant Governor of the State of Maryland and in my presence, signed the same on behalf of the Board of Public Works of the State of Maryland.

AS WITNESS my hand and Notarial Seal.

LISA D. JOHNSON  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY  
MARYLAND  
MY COMMISSION EXPIRES MARCH 26, 2024

  
Notary Public

My Commission expires: 3-26-2024

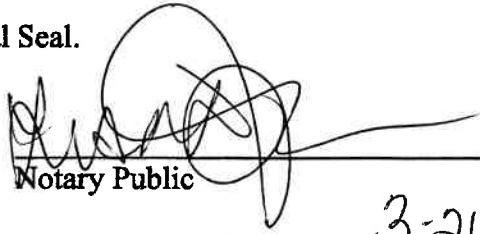
(Notary for Treasurer)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of June, 2022, before me, the subscriber, a Notary Public, personally appeared Dereck E. Davis, Treasurer of the State of Maryland and in my presence, signed the same on behalf of the Board of Public Works of the State of Maryland.

AS WITNESS my hand and Notarial Seal.



  
\_\_\_\_\_  
Notary Public

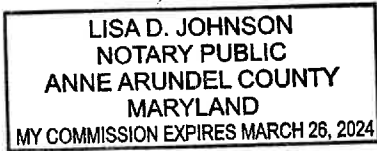
My Commission expires: 3-26-2024

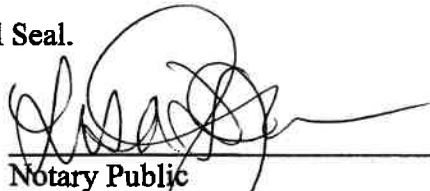
(Notary for Comptroller)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of June, 2022, before me, the subscriber, a Notary Public, personally appeared Peter Franchot, Comptroller of the State of Maryland and in my presence, signed the same on behalf of the Board of Public Works of the State of Maryland.

AS WITNESS my hand and Notarial Seal.



  
\_\_\_\_\_  
Notary Public

My Commission expires: 3-26-2024

**Schedule 1**

**Left Field Project Concept Plans**