

LEASE AGREEMENT

By and Between

**GATEWAY ECONOMIC DEVELOPMENT
CORPORATION OF GREATER CLEVELAND**

and

**CLEVELAND INDIANS BASEBALL COMPANY
LIMITED PARTNERSHIP**

Dated as of September 15, 2008

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") is made as of September 15, 2008 (the "Effective Date"), by and between **GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND**, a nonprofit corporation organized under the laws of the State of Ohio (hereinafter referred to as "Gateway"), and **CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP**, an Ohio limited partnership (hereinafter referred to as "Lessee").

RECITALS:

A. Gateway and Lessee have entered into Lease Agreement dated as of July 3, 1991, as amended by a First Amendment to Lease Agreement dated as of March 22, 1999 (collectively, as the same may be further amended from time to time the "Lease") pursuant to which Gateway leased to Lessee and Lessee leased from Gateway certain land and improvements constituting an approximately 43,000 seat Baseball Stadium with related amenities and offices, on certain real property located in the City of Cleveland, Ohio (the "City"), said real property being more fully described on Exhibit "A" attached hereto and made a part hereof (the "Ballpark Land"); and

B. Gateway and Lessee entered into a Ground Lease dated as of July 3, 1991, as amended by a First Amendment to Ground Lease dated as of March 22, 1999 (collectively as the same may be further amended from time to time the "Ground Lease") pursuant to which Gateway leased to Lessee and Lessee leased from Gateway the Field for the Ballpark; and

C. Gateway and Ballpark Management entered into a Management Agreement on July 3, 1991, as amended by a First Amendment to Management Agreement dated as of December 4, 1992, a Second Amendment to Management Agreement dated as of December 16, 1993 and a Third Amendment to Management Agreement dated as of March 22, 1999 (collectively as the same may be further amended from time to time the "Management Agreement" and together with the Lease and the Ground Lease the "Team Agreements") whereby Gateway agreed that Ballpark Management would operate the Ballpark; and

D. Gateway and Lessee and Ballpark Management have entered into a Common Area Easement and Maintenance Agreement dated as of July 3, 1991 (otherwise known as the "CAM Agreement") with respect to certain common areas surrounding the Ballpark; and

E. Gateway, the County of Cuyahoga, Ohio ("County"), the City, Lessee, Ballpark Management and Richard E. Jacobs entered into a Naming Rights Agreement with respect to the naming rights for the Ballpark dated as of March 11, 1994 ("Naming Rights Agreement"); and

F. Lessee is also successor in interest to Ballpark Management Company, an Ohio corporation; and

G. All rights, duties and responsibilities of Richard E. Jacobs in and to the Naming Rights Agreement were assigned to and transferred to Lessee on or about March 31, 1998; and

H. Lessee is the holder of the franchise for the City issued by Major League Baseball and is the owner of the Cleveland Indians professional baseball team ("Team"); and

I. Gateway and Lessee have entered into a Memorandum of Understanding dated as of January 1, 2004 with respect to the Team Agreements, CAM Agreement, and the Naming Rights Agreement whereby the parties thereto agreed to modify said agreements due to the current economic conditions of Gateway in order to assure that the Ballpark and its surrounding environment continue to be a first class sports entertainment facility for the public; and

J. The parties further wish to amend or modify, as applicable, the Team Agreements, CAM Agreement and Naming Rights Agreement to secure the long-term operating rights of Lessee and to assist Gateway's efforts to develop alternative sources of revenue that can be applied to Gateway's obligations pursuant to the Team Agreements; and

K. Pursuant to the Three Party Agreement the Lease terminated and Gateway transferred title to the Ballpark Land to the City of Cleveland and the City of Cleveland then transferred title to the Ballpark Land back to Gateway to enable Gateway and the Lessee to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein, the parties do hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the following meanings:

"Action" shall mean any demand, assertion, claim, action, or proceeding, judicial or otherwise.

"Affiliate(s)" shall mean as to any named individual or entity: (a) any individual or entity directly or indirectly owning, controlling or holding with power to vote, fifty percent (50%) or more of the outstanding voting interests of such named entity; (b) any entity fifty percent (50%) or more of whose outstanding voting interests are, directly or indirectly, owned, controlled or held with power to vote by such named individual or entity; (c) any entity or individual directly or indirectly controlling, controlled by or under common control (using ownership of fifty percent (50%) or more outstanding voting interests as a test for determining control with respect to an entity) with such named individual or entity; (d) any trustee, officer, director or general partner of such named entity; or (e) if a named individual or entity is an officer, director, general partner, trustee of an entity, such entity.

"Agreement" shall have the meaning set forth in the initial paragraph hereof.

“Annual Capital Repairs Fund Deposit” shall mean an amount equal to five-tenths of one percent (0.5%) of the final actual costs of completing any improvements to the Baseball Facility, or such other amount as the Lessee and Gateway shall mutually agree upon.

“Ballpark Improvements” shall have the meaning set forth in Article II hereof.

“Ballpark Land” shall have the meaning set forth in Recital “A” hereof.

“Baseball Corporation” shall mean Cleveland Indians Baseball Company, Inc., an Ohio corporation, the sole general partner of Lessee.

“Baseball Facility” shall mean, collectively, the Ballpark Land, the Field and the Ballpark Improvements.

“Baseball Rules and Regulations” shall mean the following governing documents and agreements of Major League Baseball, as they may be amended, superceded, or substituted from time to time:

- (a) Constitution of Major League Baseball;
- (b) Professional Baseball Agreement;
- (c) Major League Rules and Regulations; and
- (d) Official Baseball Rules.

“Broadcast Fees” shall have the meaning set forth in Article XXII hereof.

“Business Day” shall mean any day other than a Saturday, a Sunday or a public or bank holiday or the equivalent for banks generally under the laws of the State of Ohio.

“Capital Repairs” shall mean any work that is reasonably required to be performed in and about the Baseball Facility, to repair, restore or replace Components necessitated by any damage, destruction, ordinary wear and tear, defects in construction or design, or any other cause; provided, however, that “Capital Repairs” shall not include (i) any work necessitated by Misuse (ii) any work related to any Component that was required to be completed at Gateway's expense as provided herein or in the Management Agreement, and (iii) Routine Maintenance. Capital Repairs shall include, but shall not be limited to:

- (a) repair or replacement of an HVAC compressor;
- (b) replacement of carpeting that wears out as a result of ordinary wear and tear with carpeting of similar quality; provided such replacement shall not be required more frequently than once every four years other than for defective workmanship or product;
- (c) repair or replacement of cracked or disintegrated concrete, broken pipes or leaking roof or sections thereof;

- (d) manufacturer recommended replacement of scoreboard, exterior message board and field lighting bulbs, fuses and circuit breakers;
- (e) replacement of all windows and other glass broken due to settling;
- (f) replacement of a seat that wears out or replacement of a seat standard or the concrete into which the seat is affixed; or
- (g) general re-application of protective materials, such as paint or weatherproofing.

In addition to the foregoing, "Capital Repairs" shall also include, but shall not be limited to, the following:

- (a) replacing any obsolete Component with more modern replacements that will most likely be used in at least seventy-five percent (75%) of major league baseball parks within five (5) years of such obsolescence;
- (b) changes or improvements required by television networks having contracts with Operator, Lessee or Major League Baseball;
- (c) reasonable changes or improvements required of a majority of open-air baseball parks by Major League Baseball or Baseball Rules and Regulations;
- (d) changes or improvements required or recommended by any insurance carrier to enable Lessee to obtain insurance coverage at commercially reasonable rates, provided that in lieu of effectuating such change or improvement, Gateway may agree, in its discretion, to pay the increased insurance premiums; or
- (e) changes or improvements required by any laws, ordinances, orders, rules, regulations or requirements of any governmental authority.

"Capital Repairs Fund" shall have the meaning set forth in Section 10.3 hereof.

"City" shall have the meaning set forth in Recital "A" hereof.

"Club Seats" shall mean approximately 2,163 seats designated as club seats in the Ballpark Facility.

"Component" shall mean any item that is incorporated into the Baseball Facility, including, but not limited to, all structural members, seats, electronic parts, scoreboards, and Ballpark equipment.

"Concessionaire" shall have the meaning set forth in Section 2.3 of the Management Agreement.

“Condemnation” shall mean any taking of property by exercise of the power of eminent domain, whether by formal condemnation proceedings or by purchase under threat of exercise of the power of eminent domain proceedings.

“County” shall have the meaning set forth in Recital “E” hereof.

“CPI” shall mean the Consumer Price Index for the City of Cleveland, Urban Wage Earners and Clerical Workers, All Items (1982-4=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the manner in which the CPI is determined by the Bureau of Labor Statistics shall be substantially revised, including, without limitation, a change in the base index year, an adjustment shall be made in such revised index that would produce results reasonably equivalent to those that would have been obtained if such CPI had not been so revised. If the CPI shall become unavailable to the public because its publication is discontinued or otherwise, or if equivalent data are not readily available to make the adjustment referred to in the preceding sentence, then a comparable index published by an agency of the United States government that reflects changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency will be substituted therefor, or, if no such index shall be available, then a comparable index published by a major bank or other financial institution shall be used.

“Effective Date” shall have the meaning set forth in the initial paragraph hereof.

“Emergency Repair” shall mean Capital Repairs that are necessary to protect public health or safety or that, if performed promptly can, in Lessee's reasonable judgment, avoid material cost to Operator or Gateway.

“Excluded Occurrence” shall mean any of the following:

- (a) damage or injury occurring at or arising out of or incidental to Gateway Special Events;
- (b) damage or injury arising out of any negligent or willfully wrongful act or omission of Gateway, its agents, employees, contractors or subcontractors, or breach of any of Gateway's obligations hereunder; and

“Exclusive Use Period” shall mean each Home Date and the seventy-two (72) hours (or such greater period of time as may be necessary for preparation of the Baseball Facility for baseball play, as reasonably determined by Lessee) prior to such Home Date and the forty-eight (48) hours after such Home Date.

“Field” shall have the meaning set forth in the Ground Lease.

“Field Improvements” shall have the meaning set forth in the Ground Lease.

“Final Plans” shall mean the final, as built plans for the Ballpark Facility and the Gateway Concourse Areas.

“Financing Arrangements” shall mean all of Gateway's financing plans and arrangements related to the construction, maintenance and operation of the Baseball Facility or the On-Site Parking.

“Force Majeure” shall mean acts of God, fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, holocaust, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, general unavailability of certain materials, strikes, boycotts or labor disputes beyond the control of either party hereto that cause such party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

“GAAP” shall mean generally accepted accounting principles in the United States of America in effect from time to time, consistently applied.

“Gateway” shall have the meaning set forth in the initial paragraph hereof.

“CAM Agreement” shall have the meaning set forth in Recital “J” hereof.

“Gateway Common Areas” shall be the areas described and set forth in Exhibit “C” attached hereto.

“Gateway Default” shall have the meaning set forth in Section 13.3 hereof.

“Gateway Special Event” shall mean a not-for-profit Special Event to be staged solely by Gateway or a Promoter which is civic or charitable in nature, including, but not limited to, Little League play-off games, Special Olympics, and other youth activities, and which is subject to certain approval procedures set forth in this Agreement and the Management Agreement.

“Gateway's Representative” shall have the meaning set forth in Section 28.16 hereof.

“Government Securities” means (i) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payment thereof; (ii) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which has been or may hereafter be created by or pursuant to an Act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (iii) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (i) and (ii) hereof or in specific portions thereof, including, without limitation, portions consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

“Ground Lease” shall have the meaning set forth in Recital “B” hereof.

"Home Date" shall mean each of the Team's scheduled or rescheduled home playing dates during the Season at the Baseball Facility; each date on which an American League Division Series, American League Championship Series, World Series game or other post-season game could potentially be played at the Baseball Facility (except that any such potential game shall not be deemed to be a Home Date after it is finally determined that such game will not be played at the Baseball Facility); the date of any All-Star game scheduled at the Baseball Facility; the seven-day period immediately preceding the first game of each Season at the Baseball Facility and the date of any exhibition game, provided Lessee has given Gateway written notice of the date for such exhibition game.

"Improvements" shall mean, collectively, the Ballpark Improvements, the Premium Seating and the Field Improvements, as collectively identified and reflected in the Final Plans.

"Indemnified Party" shall mean any party entitled to indemnification hereunder.

"Indemnifying Party" shall mean the party required by the terms hereof to provide indemnification.

"Interest Rate" shall mean the interest rate of two percent (2%) above the rate of interest per annum then charged to large corporate borrowers of the highest credit standing for short-term unsecured obligations, but in no event exceeding the maximum legal rate permitted to be charged to Lessee or Gateway, whichever is less.

"Lease Year" shall mean each period of twelve (12) consecutive calendar months during the Term, with the first Lease Year commencing on the Effective Date and ending on December 31, 2008, and with successive Lease Years commencing on January 1 of each such successive Lease Year following the first Lease Year. "Lease Years" means more than one (1) Lease Year.

"Lessee" shall have the meaning set forth in the initial paragraph hereof.

"Lessee Default" shall have the meaning set forth in Section 13.1 hereof.

"Lessee's Office Space" shall mean the Team's and Lessee's office/administration facilities currently located within the Baseball Facility.

"Lessee's Parking Revenue" shall mean (a) all net revenue actually received from any On-Site Parking, plus (b) fifty percent (50%) of all net revenue generated from all other parking located on the Gateway Common Areas, plus (c) twenty-five percent (25%) of all net revenue received by Gateway from any other parking it may own or operate. With respect to (b) above, in the event it becomes necessary to share any of the net revenue referred to in (b) above with any other sports team, Lessee's share of the net revenue shall be diluted equally with Gateway's share, but in no event shall Lessee's share of such net revenue be less than twenty-five percent (25%). For purposes of calculating Lessee's Parking Revenue, "net revenue" shall mean gross revenue less all operating expenses incurred by Gateway, the City or the County, if applicable, and all debt service payments and reserves required to be made or retained by Gateway pursuant to any financing arrangements with respect to such parking areas and facilities. Notwithstanding the above, Gateway has constructed and provides at least 1,700 parking spaces for Quicken

Loans Arena events (“Arena Parking”). Therefor Lessee shall also be entitled to receive a percentage of the aggregate net revenue from the On-Site Parking and the Arena Parking, the numerator of which percentage is the actual attendance at all Baseball Facility events and the denominator of which percentage is the actual attendance at all Baseball Facility events plus the actual attendance at all Arena events. Estimated payments shall be made based upon the prior calendar year attendance at the Baseball Facility and the Quicken Loans Arena, with a final year end adjustment as provided for in Section 4.2(b) hereof. Actual attendance tickets shall be calculated in the same manner at both facilities.

“Lessee's Representative” shall have the meaning set forth in Section 28.16 hereof.

“Major Capital Repair” shall mean any single Capital Repair that renders the Baseball Facility untenable in whole or in part by Lessee or Operator as determined by Lessee or the Operator, in their reasonable discretion, or will cost in excess of \$500,000 to perform. The parties agree the \$500,000 threshold as used in the prior sentence shall be subject to an annual adjustment each year after the first Lease Year equal to the cumulative increase or decrease, as the case may be, from the CPI in the initial Lease Year to the Lease Year for which the cost of the Major Capital Repair is being determined.

“Major League Baseball” shall mean the Office of the Commissioner of Major League Baseball and all entities owned and controlled by the Office of the Commissioner of Major League Baseball and/or by the clubs constituting the Major League Baseball professional teams, to include without limitation, Major League Properties, Inc. and Major League Baseball Advanced Media.

“Management Agreement” shall have the meaning set forth in Recital “C” hereof.

“Misuse” shall have the meaning set forth in the Management Agreement.

“Obligations” shall mean and include any and all of either party's obligations and/or liabilities to the other party of every kind, nature and description, direct or indirect, secured or unsecured, joint, several, joint and several, absolute or contingent, due or to become due, now or hereafter existing or arising, regardless of how such obligations or liabilities arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, any and all of such party's obligations and/or liabilities under this Agreement or under any other agreement between Gateway and Lessee regardless of whether the obligation is to perform acts or refrain from taking any action.

“On-Site Parking” shall have the meaning set forth in Subsection 4.2(a) hereof.

“Operator” shall have the meaning set forth in the Management Agreement.

“Operator Default” shall have the meaning set forth in the Management Agreement.

“Operator's Space” shall mean the space located in the Baseball Facility for Operator's office facilities and designated as Operator's Space in the Final Plans.

"Permitted Escrow Agent" shall mean any one or more of the following banks: The Fifth Third Bank, The Huntington National Bank, National City Bank, KeyBank, NA, Chase, or any bank mutually agreeable to the parties.

"Permitted Investments" shall mean (i) Government Securities, (ii) any investment permitted by the documents for the Financing Arrangements, and (iii) investment agreements with a banking corporation that has (or its parent corporation has) an unsecured, uninsured and unguaranteed obligation rated in at least the second highest rating category of either Moody's Investors Services Inc. or Standard & Poor's Corporation (without regard to increments or intermediate ratings, e.g., pluses or minuses).

"Person" shall mean an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or any other entity, the United States, or a federal, state or political subdivision thereof or any agency or court of such state or subdivision.

"Premium Seating" shall have the meaning set forth in the Management Agreement.

"Premium Seating License" shall mean a license agreement, in form and substance acceptable to the Operator (or any permitted assignee thereof), pursuant to which Operator shall license to Persons the right to use certain of the Premium Seating described therein upon the terms and conditions set forth therein.

"Premium Seating Revenue" shall have the meaning set forth in the Management Agreement.

"Premium Seating Revenue Account" shall have the meaning set forth in the Management Agreement.

"Private Suites" shall mean the private viewing boxes as constructed as part of the Ballpark and designated as private suites in the Final Plans.

"Promoter" shall have the meaning set forth in the Management Agreement.

"Property Damage" shall mean any partial or total damage or destruction of the Baseball Facility caused by fire or other occurrence and any other property damage.

"Real and Personal Property Taxes" shall have the meaning set forth in Article XI hereof.

"Rent" shall have the meaning set forth in Section 6.1 hereof.

"Reporting Period" shall mean, from and after the date of this Agreement, each calendar quarter ending on March 31, June 30, September 30 and December 31.

"Routine Maintenance" shall mean the provision of all labor and materials which are required to (a) keep the Baseball Facility and the Components in good order and repair which is of a routine, regular and predictable nature, (b) keep the Baseball Facility clean and free of

debris, and (c) repair, maintain or replace Components which are installed by Lessee or Operator unless such installation was performed hereunder on behalf of Gateway in accordance with Gateway's obligations hereunder. Routine Maintenance shall not include Capital Repairs. Routine Maintenance shall include, but shall not be limited to, the following:

- (a) performing all preventive or routine maintenance that is stipulated in operating manuals for the Components as regular, periodic maintenance procedures;
- (b) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;
- (c) groundskeeping and maintenance of the surface of the Field, including mowing, seeding, fertilizing, marking lines, installing and removing bases and the pitcher's mound and resodding;
- (d) changing of standard, isolated light bulbs, fuses and circuitbreakers as they burn out;
- (e) cleaning all portions of the Baseball Facility immediately after each event (other than Gateway Special Events unless retained by Gateway to perform such services) held at the Baseball Facility;
- (f) touch-up painting;
- (g) readying the playing field each Term Year for the upcoming Season; and
- (h) the labor required to perform a Capital Repair to the extent that such labor is performed by regular, on-site personnel acting in accordance with the standard duties for which such on-site personnel are regularly employed.

“Season” shall mean a period of time commencing with the first championship season game in any calendar year and ending with the last home championship season game (including any postseason home game) played by the Team during such calendar year at the Baseball Facility. Seasons are sometimes herein referred to by the calendar year in which they occur (e.g. “2008 Season”).

“Site and On-Site Parking Requirements” shall mean the parking areas and On-Site Parking areas set forth on Exhibit D attached hereto and made a part hereof.

“Special Event” shall mean any event or period of use other than an event on a Home Date including, but not limited to, concerts, shows, trade shows, sporting events or other public exhibitions and any Gateway Special Event.

“Special Event Period” shall have the meaning set forth in the Management Agreement.

“Stadium Revenue Bonds” shall mean the bonds described in Section 3.3.

“Team” shall have the meaning set forth in Recital “H” hereof.

“Term” shall have the meaning set forth in Section 5.1 hereof.

“Term Year” shall have the meaning set forth in the Management Agreement.

“Three Party Agreement” shall mean that certain Agreement Relating to Ownership, Financing, Construction and Operation of a Sports Facility and Related Economic and Redevelopment Projects, dated as of November 7, 1990, by and among the County, the City and Gateway as amended and restated as of September 15, 1992.

1.2 Accounting Terms. Any accounting term used in this Agreement shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with GAAP, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with GAAP, as consistently applied.

ARTICLE II

LEASED PREMISES

For the Rent and upon the agreements contained in this Agreement, Gateway hereby leases to Lessee, and Lessee hereby leases from Gateway, the Ballpark Land, together with all the improvements, constructed thereon, including, but not limited to, the Ballpark and related improvements as more particularly described in Article IV hereof, and all permanent improvements, additions, alterations, fixtures, equipment and installations constructed, provided or added thereto by Gateway at any time (the “Ballpark Improvements”). Ballpark Improvements shall not include the Field Improvements, which improvements shall be leased to Lessee, together with the Field, pursuant to the terms and conditions of the Ground Lease.

ARTICLE III

FINANCING ARRANGEMENTS

3.1 Approval of Financing. Lessee shall have the right to approve, in its reasonable discretion, all Financing Arrangements. Gateway shall deliver full and complete copies of all proposed Financing Arrangements within a reasonable time after such proposals and documents are available. Within ten (10) Business Days after receipt of any proposed Financing Arrangement, Lessee shall notify Gateway of any reasonable objections to such Financing Arrangement. In the event that Lessee fails to notify Gateway of any such objections to the proposed Financing Arrangement within such ten (10) Business Day period, the Financing Arrangement shall be deemed approved by Lessee. The foregoing shall not apply to the refinancing of existing Financing Arrangements provided the term of the existing debt is not extended and the amount of the existing debt is not increased.

3.2 Nonrecourse Obligations as to Lessee. All obligations with respect to any Financing Arrangements, except this Agreement and the Ground Lease, shall be without recourse to Lessee. None of Lessee's partners (general or limited), or their personal or legal

representatives, successors or assigns, shall have personal liability for the payment of any indebtedness incurred under any Financing Arrangement of Gateway (including, but not limited to, this Agreement and the Ground Lease), or the performance of the covenants of any agreements related thereto.

3.3 Stadium Revenue Bonds. Gateway originally issued the Stadium Revenue Bonds September 15, 1990 for the purpose of paying for a portion of the design and construction costs of the Baseball Facility. On September 14, 2004, Gateway issued its Taxable Stadium Revenue Refunding Bonds, Series 2004A and a separate Series 2004B. The Series 2004B Bonds were retired in full upon the Effective Date of this Agreement.

ARTICLE IV

BASEBALL FACILITY; PARKING FACILITIES

4.1 Design and Construction Revisions by Gateway. Gateway agrees it shall consult with and obtain the consent of Lessee prior to any contemplated revisions, additions or modifications contemplated by Gateway to the Ballpark Improvements. Lessee's consent shall not be unreasonably withheld.

Prior to Gateway's execution of a contract with any design or construction consultant for any proposed design or revision to the Ballpark Improvements, Gateway shall deliver to Lessee, for Lessee's approval, a copy of the form of the proposed contract, including all material terms and conditions. Lessee's approval of such contracts shall not be unreasonably withheld or delayed. In addition to Lessee's right to approve the form of any consultant's contract, any consultant to Gateway that is not required by law to be selected pursuant to a competitive bidding process shall be selected and hired by Gateway, subject to the approval of Lessee, which approval shall not be unreasonably withheld or delayed.

4.2 Parking.

(a) Gateway shall provide, within certain alternative designated areas as more fully described in the Site and On-Site Parking Requirements, not less than one thousand five hundred (1,500) parking spaces (the "On-Site Parking"). Lessee and Operator shall have the exclusive use, without charge, of (i) the On-Site Parking for all events held at the Baseball Facility, and (ii) two hundred fifty (250) spaces of the On-Site Parking, selected by Lessee and Operator at all times. Gateway shall also provide, to the extent Gateway has the ability to provide it, free adequate parking for the part-time employees of Lessee, but such parking may be more distant from the Ballpark than that provided to the full-time employees.

(b) Gateway shall make estimated quarterly payments to Lessee of Lessee's Parking Revenue on or before the last day of January, April, July and October of each Lease Year for each preceding quarter in which such Lessee's Parking Revenue becomes unrestricted and is permitted to be distributed by Gateway pursuant to any Financing Arrangements that encumber the Baseball Facility or the parking facility, with a final adjustment to be made at the end of each Lease Year.

ARTICLE V

TERM

5.1 Term. The “Term” of the lease portion of this Agreement shall commence on the Effective Date and shall end on December 31, 2023. Upon execution of this Agreement, the parties shall execute and record an appropriate supplement to the Memorandum of Lease.

5.2 Extension Options. Provided the Lessee is not in default of its obligations under the terms of this Agreement, Lessee and Gateway hereby acknowledge and agree that Lessee shall have four (4) successive five (5) year options to extend the terms and conditions of this Agreement, the Management Agreement and the CAM Agreement. The first such option to extend, if exercised by Lessee, shall commence January 1, 2024 and the succeeding options to extend, if exercised by Lessee, will follow in each consecutive five (5) year period thereafter. Lessee shall give notice, in writing, of its intent to exercise an option to extend not later than one hundred eighty (180) days prior to the termination date of the lease term, or option term, as appropriate.

ARTICLE VI

RENT

6.1 Rent.

(a) Effective with the Effective Date and for the remainder of the Term of this Agreement, Lessee shall pay to Gateway each Term Year rent (“Rent”) in an amount equal to the following:

- (1) the funds necessary in each such Term Year to permit Gateway to meet its obligations to Lessee under the Team Agreements and the CAM Agreement including Capital Repairs (but excluding all Major Capital Repairs);
- (2) the funds necessary in each such Term Year to permit Gateway to meet its obligations under Article XI of the Agreement to pay real estate taxes on the Baseball Facility parcels;
- (3) the funds necessary in each such Term Year to permit Gateway to pay mutually agreed upon overhead expenses allocated to the operation of the Baseball Facility (the “Gateway Overhead Expenses”); and
- (4) the funds necessary in each such Term Year to permit Gateway to pay the mutually agreed upon proportionate share of game related and non-game related common area expenses including, but not limited to, site security, insurance, maintenance, and capital

maintenance at Gateway Plaza and mutually agreed upon items of capital repair (the "Common Area Expenses").

(b) In order to determine the actual amount of Rent to be paid Gateway pursuant to Section 6.1(a) above in each Term Year, Lessee and Gateway, with respect to the matters set forth in Section 6.1(a)(1) and (2) above, and Lessee, the Cavaliers Operating Company, LLC, and Gateway with respect to the expenses set forth in Section 6.1(a)(3) and (4) above, shall agree, on an annual basis, upon a budget for each Term Year remaining in the Agreement (the "Annual Operating Budget"). The Annual Operating Budget as agreed upon by Lessee, Gateway and with respect to Section 6.1(a)(3) and (4) expenses, the Cavaliers Operating Company, LLC, will be submitted to the Gateway Board of Trustees no later than November 15 of the year preceding the budgeted Term Year or as reasonably practical thereafter.

(c) Upon approval of the Annual Operating Budget by Gateway, Lessee and, with respect to Section 6.1(a)(3) and (4) expenses, the Cavaliers Operating Company, LLC, payments by Lessee will be made in equal quarterly installments, in advance, on January 1, April 1, July 1 and October 1, or at such other times during the Term Year that the parties mutually agree upon, provided, however, that the January and July payment will include a sufficient amount to pay real estate taxes determined to be due under Article XI of the Team Agreements.

(d) In the event Gateway Board of Trustees and Lessee do not approve the Annual Operating Budget as submitted for a Term Year, the parties shall attempt to mutually identify and resolve areas of disagreement between them and in the event no resolution can be reached, the parties agree to submit the disputed portion of the Annual Operating Budget to binding arbitration. Lessee will continue to pay all non-disputed budget items during the dispute resolution process.

(e) The Annual Operating Budget shall not include and Gateway will remain obligated to fund and to perform all Major Capital Repairs. Gateway agrees to provide Lessee appropriate assurance and/or guarantees to demonstrate Gateway will have the necessary funds or financial sources available in order to permit Gateway to meet its obligations for Major Capital Repairs for the Term of the Team Agreements. Gateway further agrees to use its best efforts to establish an appropriate reserve or sinking fund over the Term of the Team Agreements to fund Major Capital Repairs.

(f) Lessee will pay as additional Rent any Emergency Repair occurring during the course of a relevant calendar year not provided for in the Annual Operating Budget which would have been provided for had such expense been known at the time of the submission of the Annual Operating Budget (unless such Emergency Repair constitutes a Major Capital Repair).

ARTICLE VII
ALTERATIONS BY LESSEE

7.1 Alterations and Additions by Lessee.

(a) Lessee, at its sole cost and expense, may make any alterations of or additions or improvements to the Ballpark Land or the Ballpark Improvements, which do not (i) materially affect the aesthetics, sightlines, structure or systems of the Baseball Facility (unless approved by Gateway), (ii) materially increase the cost of Major Capital Repairs to the Baseball Facility or any of its Components, fixtures, equipment or any other improvements (unless approved by Gateway), or (iii) violate any laws, ordinances, or regulations. Lessee hereby agrees to perform or cause to be performed all such alterations, additions and/or improvements in a good and workmanlike manner, utilizing personnel with proper building trade credentials, and to pay for the same. Lessee agrees to indemnify and defend Gateway from and against mechanics' liens, claims and any other costs and attorneys' fees incurred by Gateway and related thereto, or other costs and expenses arising out of such performance.

(b) Before commencing any alterations, additions, or improvements pursuant to Section 7.1(a) above, Lessee shall (i) comply with all legal requirements or improvements, including, but not limited to, procuring any required governmental permits, and (ii) obtain and furnish to Gateway a "Builder's Risk" insurance policy (with a waiver of subrogation endorsement similar to the type referred to in Section 9.5 hereof), from an insurance carrier acceptable to Gateway and in form and substance acceptable to Gateway, in its reasonable discretion, covering all liabilities that may be incurred in connection with any such alterations, additions or improvements undertaken by Lessee naming Gateway as an additional insured.

(c) All alterations, additions, or improvements made by Lessee pursuant to this Section 7.1 shall be considered the property of Lessee for purposes of this Agreement and shall remain upon the premises for the duration of the Term; provided, however, that upon the termination or expiration of this Agreement for any reason, such alterations, additions and improvements, unless personal property or trade fixtures, shall become part of the Baseball Facility.

7.2 Placement of Heavy Equipment. Lessee shall not place a load upon any floor or other surface in any part of the Ballpark Land and/or the Ballpark Improvements that exceeds the maximum weight per square foot that such floor or other surface area was designed to bear as determined by the Design Architect. Lessee shall comply with all such requirements and, where necessary, shall perform the reinforcing required for such installation at its cost and expense. Lessee shall install, place and maintain all items of personal property, fixtures or leasehold improvements which Lessee is required to install, place or maintain in the Baseball Facility pursuant to this Agreement, in settings that are sufficient, to absorb and prevent vibration in or damage to the Baseball Facility. In the event such placements or installations cause such vibration or damage, Lessee shall, at its expense, take such steps as the Design Architect may reasonably direct to remedy any such condition.

ARTICLE VIII
USE OF BALLPARK

8.1 Lessee's Use. During the Term, Lessee and its guests and invitees shall be entitled to the possession and use of the Ballpark Land and the Ballpark Improvements for the following purposes:

(a) to play Major League Baseball games and to conduct activities related to the playing of Major League Baseball games and the maintenance of a professional baseball team;

(b) to occupy and conduct day-to-day business operations in Lessee's Office Space;

(c) to conduct any and all other activities which, from time to time during the Term, are associated with, or are conducted in connection with, or are related to, the conduct of the business of a Major League Baseball teams

(d) to use, without payment of rent therefor, the Owner's Private Suite and the President's Private Suite as defined in the Program Requirements;

(e) to stage activities or events, except that Lessee shall not stage any activity or event (i) that is detrimental to the health, safety and welfare of the people at the Baseball Facility or (ii) that is detrimental to the physical plant and conditions of the Baseball Facility; and

(f) to use, without charge, the On-Site Parking as set forth in Section 4.2(a) hereof;

provided, however, that Lessee shall not occupy or use any portion of the Ballpark Land or the Ballpark Improvements (or permit the use or occupancy of any portion of the Ballpark Land or the Ballpark Improvements) for any purpose that will violate any federal, state or local law or that will affect the validity or tax exempt status of the Stadium Revenue Bonds.

8.2 Gateway's Use. During the Term, Gateway and its guests and invitees shall be entitled to the possession and use of the Ballpark Land and the Ballpark Improvements to conduct and perform all activities in connection with its rights and duties hereunder or under the Management Agreement.

8.3 Operator's Use. During the Term of the Management Agreement, or any successor management agreement, Operator and its guests, concessionaires, licensees and invitees shall be entitled to the possession and use of the Ballpark Land and the Ballpark Improvements for all of the purposes set forth in the Management Agreement. Without limiting the generality of the foregoing, Lessee hereby agrees that the Premium Seating shall be managed and operated as set forth in the Management Agreement.

8.4 Special Events. Notwithstanding the terms and conditions of the Management Agreement, or any other agreement, neither Gateway, nor any other Person other than Lessee may conduct Special Events at the Baseball Facility without first complying with the following procedure, unless waived, in writing, by Lessee.

(a) In no event may all or any part of a Special Event Period coincide with all or any part of an Exclusive Use Period;

(b) Lessee shall have the right to prohibit any Special Event at the Baseball Facility if the nature of such Special Event would render the playing field unsuitable in Lessee's reasonable judgment for playing the Team's games thereon (the parties acknowledge that Special Events during the Spring season may not be allowed in order to protect Spring turf growth and field conditions); and Lessee may require that a protective covering of Trivera Spunbound (or other material recommended by Lessee), which shall be paid for by Gateway, and maintained over the playing field; and

(c) Lessee shall have received at least sixty (60) days prior written notice of any Special Event proposed to be conducted at the Baseball Facility, which notice shall identify the nature of the event, the sponsor, the Promoter, if any, the areas of the Baseball Facility to be utilized, the Special Event Period and any other relevant information reasonably necessary for Lessee to exercise its approval rights pursuant to this Section 8.4.

Notwithstanding the approval rights provided for above, Gateway shall not be obligated to obtain such required approvals so long as Operator is an Affiliate of Lessee.

8.5 Lessee's Management Approval Rights. Gateway shall cause the Baseball Facility to be managed and operated as a first-class, state-of-the-art, open air Major League Baseball park and in a professional, businesslike and efficient manner if Operator is no longer an Affiliate of Lessee. Without in any way limiting Lessee's approval rights provided herein, in the Ground Lease or the Management Agreement, Gateway shall not, or in the event Gateway subcontracts, licenses or otherwise assigns its rights to any other Person, permit such other Person to, take any of the following actions without the prior written consent of Lessee, which consent shall not be unreasonably withheld:

(a) Permit Operator to assign its interest in the Management Agreement;

(b) Amend, supplement, modify, or terminate the Management Agreement or any other subsequent management agreement for the operation of the Baseball Facility;

(c) Enter into, or permit Operator to enter into, any concession agreement with any concessionaire without the prior written approval, or thereafter amend, supplement, modify or terminate such concession agreement without Lessee's approval;

(d) Sell, rent, or furnish any merchandise, articles or services at the Baseball Facility, that, in Lessee's reasonable judgment, is of a poor quality, unsatisfactory in nature, or harmful or dangerous to the health or safety of the public;

(e) Establish the prices charged for all merchandise, articles and services sold, rented or furnished at the Baseball Facility; provided, however, that Lessee's approval of the proposed price of any item shall not be withheld if such price does not exceed the price charged for the same or a comparable item or service sold, rented or furnished in any other Major League Baseball park;

(f) Operate the scoreboards at the Baseball Facility for all Home Dates in any manner inconsistent with the procedures approved by Lessee;

(g) Enter into any contracts for advertising in and on the interior and exterior of the Baseball Facility, including, but not limited to, scoreboard advertising, advertising on the concourses or video advertising in the Baseball Facility; and

(h) Deviate from the security procedures approved by Lessee for the security and crowd control personnel and night watchmen for the Baseball Facility.

Notwithstanding the approval rights provided for above, Gateway shall not be obligated to obtain such required approvals so long as Operator is an Affiliate of Lessee.

ARTICLE IX

INSURANCE AND SUBROGATION

9.1 Gateway's Insurance. Gateway shall maintain during the term of this Agreement, in full force and effect, in its name, insurance against damage or destruction to the Baseball Facility and Gateway's equipment and other personal property, improvements and betterments to the Baseball Facility owned by Gateway by providing "all risk" peril coverage in the amount of at least ninety percent (90%) of replacement cost, subject to deductible limits not to exceed \$25,000 unless the parties hereto respectively agree to increase such amount. Such insurance shall have an agreed amount endorsement.

9.2 Lessee's Insurance. Lessee shall, from and after the Effective Date, maintain in full force and effect, at its expense, "occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the Baseball Facility and covering Lessee's contractual liability for indemnification under this Agreement. Such insurance shall be written on a commercial general liability policy form to include premises operations, products and completed operations, personal injury/advertising injury, independent contractors and broad form property damage. The policy shall also contain a general aggregate per location of not less than Five Million Dollars (\$5,000,000) and a products/completed operations aggregate of not less than Two Million Dollars (\$2,000,000). The foregoing insurance shall name as additional insured Gateway, its Board of Trustees, its Executive Director and such other Affiliates as Gateway shall reasonably request. Notwithstanding the above, Lessee shall not be required to maintain the insurance provided for in this Section 9.2 provided such insurance coverages are included in Operator's insurance provided for in the Management Agreement.

9.3 Insurance Requirements.

(a) All policies of insurance required hereunder shall be written by carriers which are members of the Ohio Guaranty Fund and possess an A- policyholder's rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports ("Best Reports") (the aforesaid rating classifications to be adjusted if and to the extent that Best Reports adjusts its rating categories).

(b) All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty (30) days' notice thereof has been provided to the additional insureds. In no event shall any party be required to insure for liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability hereinabove provided in excess of commercially reasonable and prudent limits of liability, such limits will be equitably reduced. The insurance policies required hereunder shall be reviewed on an annual basis to determine the adequacy of the coverage amounts.

9.4 Certificates. Not later than the date on which coverage is to be provided hereunder, the party required to provide same shall furnish to the other party a certificate evidencing the required coverage.

9.5 Waiver of Subrogation. Gateway and Lessee agree that all insurance policies against loss or damage to property and business interruption or rent loss, and all liability insurance policies required hereunder, shall be endorsed to provide that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder. Such insurance policies shall further provide that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery contained in any other section of this Agreement, but rather in confirmation and furtherance thereof, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property or damages as a result of business interruption, rent loss or liability of the types covered in Section 9.2 above, insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies.

ARTICLE X

MAINTENANCE OF AND REPAIRS TO THE BASEBALL FACILITY

10.1 Gateway Obligations. Gateway shall be responsible for all Routine Maintenance and Capital Repairs for the Baseball Facility provided Rent is paid pursuant to Section 6.1 hereof. Lessee acknowledges that (i) Gateway will assign its obligations as to Routine Maintenance to Operator pursuant to the terms of the Management Agreement and (ii) Lessee may elect, at any time, to perform any Capital Repair and reduce the Rent due Gateway for such Capital Repair.

10.2 Maintenance and Repair Procedures.

(a) On or before finalization of the Annual Operating Budget for each Lease Year, and from time to time during the Term as Operator, Lessee or Gateway may reasonably request, not more often than once each Reporting Period, representatives of Operator, Lessee and Gateway shall meet to:

- (i) review a list of, and the proposed procedures for completing, any anticipated work constituting Routine Maintenance and Capital Repairs (which list shall be prepared by Operator and delivered to Lessee and Gateway prior to any such meeting);
- (ii) allocate any such anticipated work between Routine Maintenance, Capital Repairs and Major Capital Repairs;
- (iii) establish budgets and timetables for required Routine Maintenance, Capital Repairs and Major Capital Repairs; and
- (iv) establish necessary programs to generally effectuate the administration of the provisions of this Section.

(b) Gateway hereby agrees that Gateway shall use its best efforts to advise Lessee of its views as early as possible regarding Operator's performance of Routine Maintenance and Gateway's performance of Capital Repairs and Major Capital Repairs. All Routine Maintenance, Capital Repairs and Major Capital Repairs requested by Lessee shall be conducted and completed subject to the reasonable and prompt approval of Operator.

10.3 Capital Repairs Fund. Gateway and Lessee may establish and maintain an account (the "Capital Repairs Fund"), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs exclusive of Major Capital Repairs for which Gateway is financially responsible hereunder. The Capital Repairs Fund shall be established with a Permitted Escrow Agent and the funds therein invested in Permitted Investments. All funds in the Capital Repairs Fund shall be the property of Gateway. The Capital Repairs Fund may be drawn only upon the signature of the designated signatory or signatories of Gateway and the funds deposited therein may be used only to pay for Capital Repairs, exclusive of Major Capital Repairs, for which Gateway is financially responsible hereunder, other than those arising out of damage which is caused by a risk then covered by the property insurance policy referred to in Subsection 9.1 (except that the Capital Repairs Fund may be used for covered losses pending receipt of insurance proceeds, but such proceeds shall thereafter be deposited in the Capital Repairs Fund). At the end of the Term or upon the termination of this Agreement, Gateway shall transfer and assign to the Person or Persons that succeeds Gateway in the ownership of the Baseball Facility all sums in the Capital Repairs Fund and all of such funds shall continue to be held in a separate escrow account for the benefit of the Baseball Facility.

10.4 Capital Repairs. During the Term, Lessee shall not, subject to ordinary wear and tear, do or suffer any waste or damage, disfigurement or injury to the Baseball Facility. Except as

otherwise provided herein, Gateway shall perform or cause to be performed all Capital Repairs and Major Capital Repairs required during the Term, at Gateway's expense. All work related to any Capital Repair or Major Capital Repairs shall be done in a good workmanlike manner. Gateway hereby agrees to indemnify, defend and hold Lessee harmless from and against all costs and expenses (including attorneys' fees) arising out of Gateway's failure to perform such Capital Repairs or Major Capital Repairs.

10.5 Lessee's Self-Help. If Gateway or Operator fails to perform any required Routine Maintenance or Capital Repair, Lessee may perform such Routine Maintenance or Capital Repairs and shall be entitled to reimbursement, including, but not limited to, payment from the Capital Repairs Fund. When feasible, Lessee shall give Gateway prompt notice thereof; provided, however, in the case of a Capital Repair or Routine Maintenance which in Lessee's good faith determination will cost more than Five Thousand Dollars (\$5,000) to complete, Lessee will give Gateway not less than twenty-four (24) hours' notice prior to commencement of such work unless such delay could affect public health or safety.

ARTICLE XI

REAL ESTATE AND PERSONAL PROPERTY TAXES

During the Term, subject to the receipt of Rent hereunder, Gateway shall pay when due all real estate taxes, personal property taxes (other than for tangible personal property owned or installed by Lessee), assessments and other governmental levies and charges, general and special, ordinary and extraordinary, of any kind or nature, lawfully levied or assessed by federal, state, county or municipal government, upon or with respect to the Baseball Facility and any and all other improvements (other than with respect to personal property owned by Operator or Lessee or improvements made by or on behalf of Lessee pursuant to Section 7.1 hereof or Section 9.1 of the Management Agreement, respectively) hereafter constituting a part of the Baseball Facility, any tax on Lessee's rights hereunder in the nature of a leasehold tax, or any taxes in lieu thereof (collectively, "Real and Personal Property Taxes"); provided, however, that if, because of any change in the method of taxation of real estate or personal property, any other or additional tax or assessment is imposed upon the Baseball Facility as or in substitution for, or in lieu of, any tax or assessment which would otherwise be included in Real and Personal Property Taxes, such other tax or assessment shall also be Gateway's responsibility. In the event Operator's or Lessee's interest in the Management Agreement, the Ground Lease or the CAM Agreement is terminated as a result of a failure to pay Real and Personal Property Taxes, including, without limitation, a sale of the Baseball Facility by a foreclosure sale, and within sixty (60) days after such termination are not reinstated for the balance of the then remaining terms thereof on the same terms and conditions, Lessee shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Gateway. Without in any way limiting Lessee's rights and remedies provided for in Article XIII hereof, in the event Gateway fails to pay any Real and Personal Property Taxes when the same shall be due and payable, Lessee shall have the right, but shall have no obligation to pay the same or any of them, and upon such payment by Lessee, Gateway shall, immediately after proof of such payment shall have been submitted to Gateway by Lessee, and on demand therefor, pay Lessee the amount of any such payment so made by Lessee, with interest thereon at the Interest Rate. Gateway shall cause the

Ballpark Land and the Ballpark Improvements to be included in a tax parcel separate and distinct from other Gateway owned parcels.

ARTICLE XII

RIGHT OF ENTRY AND INSPECTION

12.1 Gateway's Right of Entry and Inspection. In addition to its rights to use the Ballpark Land and the Ballpark Improvements as provided in this Agreement and in the Management Agreement and the Ground Lease, Gateway and its agents and representatives (including representatives of the City and the County) shall have the right, at all times during usual business hours or at any other time in case of an emergency, to enter into and upon any and all parts of the Ballpark Land and the Ballpark Improvements for the purpose of inspecting the same, carrying out any of its obligations under this Agreement, the Management Agreement or the Ground Lease (including, without limitation, to make any Capital Repairs required to be made by Gateway), or for any other legitimate reason related to the obligations of the parties hereto or the rights of Gateway under this Agreement or under the Management Agreement or the Ground Lease. In the event Gateway enters the Ballpark Land and the Ballpark Improvements for the purpose of making any Capital Repair, during the progress of such work Gateway and/or its agents and representatives shall be entitled to keep and store in areas mutually agreed upon by Lessee and Gateway in and upon the Ballpark Land and the Ballpark Improvements all necessary materials, tools and equipment.

ARTICLE XIII

DEFAULT AND REMEDIES

13.1 Default by Lessee. The occurrence of any one or more of the following events constitutes a default by Lessee under this Agreement (“Lessee Default”):

(a) Failure by Lessee at any time to pay, when due, any sums payable by Lessee to Gateway hereunder within five (5) Business Days after notice of such failure is given to Lessee by Gateway;

(b) Failure by Lessee to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days; provided, however, that Lessee shall not be in default with respect to matters that cannot be reasonably cured within thirty (30) days, so long as Lessee has promptly commenced such cure and diligently proceeds in a reasonable manner to complete the same thereafter;

(c) Lessee admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Lessee or for a major part of its property;

(d) A trustee or receiver is appointed for Lessee or for a major part of its property and is not discharged within thirty (30) days after such appointment; or

(e) Bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any federal or state bankruptcy law, or similar law for the relief of debtors, are instituted by or against Lessee, and, if instituted against Lessee, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution.

13.2 Gateway's Remedies. If a Lessee Default occurs, in addition to any other rights or remedies Gateway may have at law or in equity, Gateway shall have the following rights:

(a) Gateway may enforce the provisions of this Agreement and may enforce and protect the rights of Gateway hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of monetary damages and all moneys due or to become due from Lessee under any of the provisions of this Agreement, or any other relief or remedies to the extent permitted by law, by filing a cause of action or actions for such damages, equitable relief, or other appropriate remedies or relief from Lessee in any court of competent jurisdiction in the State of Ohio.

(b) After the time when Gateway has given notice and any applicable grace period provided has expired, if any sums payable by Lessee shall remain due and payable, or after the time for performance by Lessee of any other term, covenant, provision or condition of this Agreement, or before the expiration of that time in the event of a bona fide emergency (in which case Gateway shall only be required to give such notice as is reasonable and practical under the circumstances), Gateway may, at Gateway's election (but without obligation), make any payment required of Lessee under this Agreement, or perform or comply with any covenant or condition imposed on Lessee under this Agreement, as Gateway deems available. The amount so paid plus the cost of such performance or compliance, plus interest on such sums at the Interest Rate, shall be deemed to be additional rent payable by Lessee immediately upon demand. No such payment, performance or observance by Gateway shall constitute a waiver of default or of any remedy for default or render Gateway liable for any loss or damage resulting from any such act. Gateway may, with notice to Lessee and at any time or from time to time, charge, set off and otherwise apply all or any part of any of Gateway's Obligations against Lessee's Obligations now or in the future.

(c) No termination of this Agreement shall deprive Gateway of any of its remedies or actions against Lessee for past or future rent or other sums due from Lessee hereunder, nor shall the bringing of any action for rent or other sums or other Lessee Default be construed as a waiver of the right to obtain possession of the Baseball Facility.

13.3 Default by Gateway. The occurrence of any one or more of the following events constitutes a default by Gateway under this Agreement ("Gateway Default"):

(a) Failure by Gateway at any time to pay, when due, any sums payable by Gateway to Lessee hereunder, if any, within five (5) Business Days after notice of such failure is given to Gateway by Lessee;

(b) Failure by Gateway to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days; provided, however, that Gateway shall not be in default with respect to matters that cannot be reasonably cured within thirty (30) days, so long as Gateway has promptly commenced such cure and diligently proceeds in a reasonable manner to complete the same thereafter;

(c) Gateway admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Gateway or for a major part of its property;

(d) A trustee or receiver is appointed for Gateway or for a major part of its property and is not discharged within thirty (30) days after such appointment; or

(e) Bankruptcy, reorganization, receivership, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any federal or state bankruptcy law, or similar law for the relief of debtors, are instituted by or against Lessee, and, if instituted against Lessee, are allowed against it or are consented to by it or are not dismissed within ninety (90) days after such institution.

(f) Failure by Gateway to observe or perform any other covenant, condition, agreement with respect to any current or future Financing Arrangement, after expiration of any applicable cure period as provided in the Financing Arrangement instruments.

13.4 Lessee's Remedies. If a Gateway Default occurs, in addition to any other rights or remedies Lessee may have at law or in equity, Lessee shall have the following rights:

(a) Lessee may enforce the provisions of this Agreement and may enforce and protect the rights of Lessee hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of monetary damages and all moneys due or to become due from Lessee under any of the provisions of this Agreement, or any other relief or remedies to the extent permitted by law, by filing a cause of action or actions for such damages, equitable relief, or other appropriate remedies or relief from Gateway in any court of competent jurisdiction in the State of Ohio.

(b) After the time when Lessee has given notice and any applicable grace period provided has expired, if any sums payable by Gateway shall remain due and payable, or after the time for performance by Gateway of any other term, covenant, provision or condition of this Agreement, or before the expiration of that time in the event of a bona fide emergency (in which case Lessee shall only be required to give such notice as is reasonable and practical under the circumstances), Lessee may, at Lessee's

election (but without obligation), make any payment required of Gateway under this Agreement, or perform or comply with any covenant or condition imposed on Lessee under this Agreement, as Lessee deems available. The amount so paid plus the cost of such performance or compliance, plus interest on such sums at the Interest Rate, shall be payable by Gateway immediately upon demand. No such payment, performance or observance by Lessee shall constitute a waiver of default or of any remedy for default or render Lessee liable for any loss or damage resulting from any such act. Lessee may, with notice to Gateway and at any time or from time to time, charge, set off and otherwise apply all or any part of any of Lessee's Obligations against Gateway's Obligations now or in the future.

(c) No termination of this Agreement shall deprive Lessee of any of its remedies or actions against Gateway for past or future sums due to Lessee from Gateway hereunder.

13.5 General Provisions.

(a) No right or remedy herein conferred upon, or reserved to, Gateway or Lessee is intended to be exclusive of any other right or remedy, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law, or in equity or by statute; provided, however, that neither Gateway nor Lessee shall have any right to cancel, rescind or otherwise terminate this Agreement due to a breach of this Agreement by the other party except as otherwise specifically set forth in this Agreement.

(b) No waiver by either party of any breach of obligations, agreements or covenants herein shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by either party to seek a remedy for any breach by the other party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach, nor shall any express waiver by either party be deemed to apply to any other existing or subsequent right to remedy any default by the other party, nor shall any waiver by either party of any default or breach by the other party in the performance of any of the covenants or obligations of such other party under this Agreement be deemed to have been made by the party against which the waiver is sought to be charged unless contained in a writing executed by such party.

(c) In the event that either party fails to pay any payment required hereunder when due, then, without limiting any other rights of the non-defaulting party, the defaulting party shall be liable for interest thereon at the Interest Rate from the date that such installment was due until the date paid in full.

ARTICLE XIV

SURRENDER OF BALLPARK

14.1 General. Upon the expiration or termination of this Agreement (by lapse of time or otherwise) Lessee shall peaceably deliver up and surrender the Ballpark Land and the Ballpark

Improvements to Gateway in good order and repair and in the same condition as upon the Effective Date, ordinary wear and tear excepted; provided, however, that nothing contained herein shall be construed as an obligation by Lessee to repair the Ballpark Improvements prior to such surrender except to the extent that such obligations are specifically imposed upon Lessee hereunder. Lessee shall surrender to Gateway all keys for the Ballpark Improvements at the place then fixed for the receipt of notices by Gateway, and shall notify Gateway in writing of all combinations of locks, safes and vaults, if any. Lessee's obligations to observe and perform the covenants set forth in this Article XIV shall survive the expiration or earlier termination of this Agreement (by lapse of time or otherwise).

14.2 Alterations and Improvements. At the expiration or termination of this Agreement (by lapse of time or otherwise), all permanent alterations, installations, changes, replacements, additions or improvements made by Lessee to the Ballpark Land and the Ballpark Improvements shall be deemed a part of the Ballpark Land and the Ballpark Improvements and the same shall not be removed.

14.3 Lessee's Property. Upon the expiration or termination of this Agreement (by lapse of time or otherwise), Lessee may remove all property which is owned by Lessee and which Lessee is permitted to remove from the Ballpark Land and the Ballpark Improvements under the provisions of this Agreement and, in such event, repair any damage caused to the Baseball Facility due to the removal of such property at Lessee's expense. If Lessee fails to remove such property, such property shall be deemed abandoned by Lessee and Operator. Gateway may, at its option, (a) cause that property to be removed at no expense to Lessee, (b) sell all or any part of such property at public or private sale, without notice to Lessee; or (c) declare that title to such property shall be deemed to have passed to Gateway.

14.4 Abandoning Premises or Personal Property. Lessee shall not vacate or abandon the Ballpark Land and the Ballpark Improvements at any time during the Term, but if Lessee vacates or abandons the Baseball Facility or is dispossessed by process of law, in breach of this Agreement, any personal property owned by Lessee which may be left on the Ballpark Land and within the Ballpark Improvements following such abandonment or dispossession shall be deemed to have been abandoned by Lessee, and in that event such property shall be disposed of by Gateway in accordance with the provisions of Section 14.3 hereof. Gateway agrees that Lessee shall not be deemed to have abandoned or vacated the Ballpark Improvements during any period of non-use between Seasons.

ARTICLE XV

DAMAGE TO BALLPARK

If any Property Damage shall occur:

(a) All proceeds from property insurance required to be obtained hereunder paid on account of such damage shall be paid to Gateway to be held in escrow accounts with Permitted Escrow Agents and invested in Permitted Investments, including the Bond Escrow Accounts, and applied in the following manner:

- (i) there shall be paid from said insurance proceeds such part thereof as shall equal the cost of making such temporary repairs or doing such other work as in the reasonable opinion of the Project Architect (or such other architect selected by Gateway and approved by Lessee) may be necessary in order to protect the Baseball Facility pending the adjustment of the insurance loss or the making of permanent repairs, restoration or reconstruction of the Baseball Facility;
- (ii) there shall be paid from said insurance proceeds such part thereof as shall equal the cost of repairing, restoring or reconstructing the Baseball Facility or of any part thereof or of erecting a new building or structure or improvement or part thereof so that upon completion of such repairs, restoration, reconstruction, or erection the building or structure or improvement shall be equal to the value of the replacement value of the building or structure or improvement;
- (iii) payments pursuant to paragraphs (i) or (ii) of this Subsection (a) from such insurance proceeds shall be made by Gateway from time to time as the work progresses in amounts equal to the cost of labor and materials incorporated into and used in such work and builders', architects' and engineers' fees and other charges in connection with such work upon delivery to Gateway of a certificate of an authorized architect in charge of such work certifying that the amounts so to be paid are payable in accordance with the provisions of this Article XV and that such amounts are then due and payable and have not theretofore been paid.

(b) All insurance proceeds paid to Lessee on account of such Property Damage shall be held in trust by Lessee for the benefit of Gateway and shall be paid immediately by Lessee to Gateway.

(c) In the event that any of the insurance proceeds paid by the insurance companies shall remain after the completion of such repairs, restoration, reconstruction or erection, the excess shall be deposited in the Capital Repairs Fund and used for the purposes set forth therein.

(d) In the event that the insurance proceeds paid, as hereinabove provided, together with the funds available in the Capital Repairs Fund are insufficient for making such permanent repairs, restoration or reconstruction or erection and no party is willing to provide the additional funds needed therefor, Gateway or Lessee shall notify the other party of such determination in writing and thereupon this Agreement shall cease and terminate and all future Rent and other amounts due by Lessee hereunder shall cease as of the date of such written notice and the total insurance proceeds so paid shall be used first, to pay the principal, interest and redemption premiums, if any, on any outstanding

Financing Arrangements and the Stadium Revenue Bonds and any remaining proceeds shall be allocated equitably between Gateway, Lessee and Operator.

ARTICLE XVI
TRANSFER OF FRANCHISE

Notwithstanding any other provision of this Agreement, Lessee agrees as follows:

(a) Lessee shall not enter into any contract or agreement of any kind to transfer Lessee's baseball franchise to a location other than the Baseball Facility.

(b) Lessee shall not make any application to Major League Baseball for approval to transfer, or vote to approve transfer of Lessee's franchise to a location other than the Baseball Facility.

(c) Subject only to the provisions of Articles XIX and XX and scheduling of home games by Major League Baseball in another location as a result of Force Majeure or as a result of a Regular Season Exhibition Event, as defined below Lessee shall cause the Team, from and after the Effective Date and until the expiration of the Term of this Agreement (by lapse of time or otherwise), to play all of its Home Dates during each Major League Baseball Season at the Baseball Facility. The provisions of this subsection (c) shall not be interpreted in any manner to permit a temporary or permanent relocation of the franchise.

(d) It will not be a violation of this Article for Lessee to play a limited number of Home Dates, as described below, in venues outside the United States and Canada if required by Major League Baseball to promote the game of Major League Baseball internationally ("Regular Season Exhibition Events").

Regular Season Exhibition Events shall be limited to no more than five (5) Home Dates played as Regular Season Exhibition Events in any five (5) year period and during such five (5) year period no more than two (2) Home Dates may be played as Regular Season Exhibition Events in any one year. Lessee shall give at least ninety (90) days written notice to Gateway of any Regular Season Exhibition Event and may request, once every five (5) years, to play one (1) additional Regular Season Exhibition Event, subject to approval of Gateway at its sole discretion. Notwithstanding the prior sentence, no home post-season tie breaker games, home division series play-off games, American League Championship home games World Series home games or All-Star games shall be played in any location other than the Baseball Facility as a Regular Season Exhibition Event.

(e) Lessee agrees that Gateway does not have an adequate remedy at law for breach of this Article XVI, Lessee further agrees that in the event of a violation of this Article XVI, Gateway shall be entitled to seek and obtain an injunction from a court of competent jurisdiction to enjoin any violation of this Article XVI.

ARTICLE XVII
INDEMNIFICATION

17.1 Lessee Indemnification. Subject to the limitations hereinafter set forth, Lessee hereby agrees to indemnify and hold harmless Gateway, its officers, trustees, employees and agents from and against all loss, cost and expense in connection with proceedings, judicial or otherwise, and claims, demands and judgments, together with costs and expenses including attorneys' fees relating thereto, arising out of damage or injury to person or property occurring in or about the Baseball Facility which occurs after the Effective Date and while the Agreement is in effect. Notwithstanding the foregoing, in no event shall the foregoing indemnification obligation be applicable to any loss, cost or expense arising out of any Excluded Occurrences.

17.2 Gateway Indemnification. Gateway hereby agrees to indemnify, defend and hold Lessee employees and agents harmless from and against all loss, cost and expense in connection with proceedings, judicial or otherwise, and claims, demands and judgments, together with costs and expenses including attorneys' fees, arising solely out of any Excluded Occurrence which occur while this Agreement is in effect.

17.3 Procedure Regarding Indemnification.

(a) If the Indemnified Party shall discover or have actual notice of facts giving rise or which may give rise to a claim for indemnification under this Article XVII, or shall receive notice of any Action, with respect to any matter for which indemnification may be claimed, the Indemnified Party shall, within twenty (20) days following service of process (or within such shorter time as may be necessary to give the Indemnifying Party a reasonable opportunity to respond to such service of process) or within twenty (20) days after any other such notice, notify the Indemnifying Party in writing thereof together with a statement of such information respecting such matter as the Indemnified Party then has; it being understood and agreed that any failure or delay of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party from liability hereunder except and solely to the extent that such failure or delay shall have materially adversely affected the Indemnifying Party's ability to defend against, settle, or satisfy any such Action. Following such notice, the Indemnifying Party shall have the right, at its sole cost and expense, to contest or defend such Action through attorneys, accountants, and others of its own choosing (the choice of such attorneys, accountants, and others being subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld) and in the event it elects to do so, it shall promptly notify the Indemnified Party of such intent to contest or defend such Action. If within twenty (20) days following such notice from the Indemnified Party (or within such shorter time as may be necessary to give the Indemnified Party a reasonable opportunity to respond to service of process or other judicial or administrative action), the Indemnified Party has not received notice from the Indemnifying Party that such Action will be contested or defended by the Indemnifying Party, the Indemnified Party shall have the right to (i) authorize attorneys satisfactory to it to represent it in connection therewith or (ii) at any time settle, compromise, or pay such action, in either of which

events the Indemnified Party shall be entitled to indemnification therefor subject to this Section 17.3.

(b) In the event and so long as the Indemnifying Party is actively contesting or defending against an Action as hereinabove provided, 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 Actions, 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. Notwithstanding that an Indemnifying Party is actively conducting such defense or contest, any Action may be settled, compromised or paid by the Indemnified Party without the consent of the Indemnifying Party; provided, however, that if such action is taken without the Indemnifying Party's consent, its indemnification obligations in respect of such claim shall thereby be nullified. Any such Action may be settled, compromised, or paid by the Indemnifying Party without the Indemnified Party's consent, so long as such settlement or compromise does not cause the Indemnified Party to incur any present or future material cost, expense, obligation or liability of any kind or nature.

(c) In the event any Action involves matters partly within or partly outside the scope of the indemnification by the Indemnifying Party hereunder, then the attorneys' fees, costs, and expenses of contesting or defending such Action shall be equitably allocated between the Indemnified Party and the Indemnifying Party.

17.4 Limitation. Indemnification under this Article XVII does not include indemnification against loss or liability due to Force Majeure.

ARTICLE XVIII

ASSIGNMENT

18.1 Assignment by Lessee. Lessee shall not assign or transfer this Agreement, in whole or in part, with or without consideration, to any Person, without the prior written consent of Gateway which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Gateway's consent shall be granted automatically if (a) the proposed assignee shall have acquired the Major League Baseball franchise now held by Lessee in accordance with all applicable Major League Baseball rules and regulations, (b) the Office of the Commissioner of Baseball shall have approved the assignment, and (c) such assignee assumes all of Lessee's obligations under this Agreement and agrees to be bound by this Agreement. Upon the assignment of the Agreement by Lessee with the consent of Gateway, or to another party where consent is not required, the liability of Lessee shall cease with respect to liabilities accruing from and after the effective date of such assignment.

18.2 Subletting. Lessee shall not sublease all or any part of the Ballpark Land and the Ballpark Improvements, nor permit other persons to occupy or conduct business in the Baseball Facility or any part thereof, except as expressly permitted by this Agreement or with the prior written consent of Gateway, which consent shall not be unreasonably withheld.

18.3 Assignment by Lessor. Gateway shall have the right to assign and transfer its rights under and interest in this Agreement, and pledge any Rent or other sums to which Gateway is entitled under this Agreement or any other interest Gateway has in this Agreement, in whole or in part, as security for the repayment of the Stadium Revenue Bonds, or other financing approved by Lessee for the costs of the design and construction of the Improvements or any Major Capital Repair (including, without limitation, any letter of credit issued to secure the Stadium Revenue Bonds). All costs incurred in connection with any such pledge shall be the sole responsibility of Gateway. Gateway shall also have the right to assign and transfer its right, title and interest in and to this Agreement, in whole or in part, to the City or the County subject to the Three Party Agreement.

18.4 Assignees and Subtenants. If Gateway consents at any time to any assignment or sublease as defined in this Article XVIII, Lessee and any such assignee or sublessee, in addition to any other consideration that may pass between them in connection therewith, shall be deemed to have covenanted not to make any further assignment or sublease contrary to the provisions of this Article XVIII. Such covenant shall be deemed to have been made as of the date of such consent by Gateway, and shall take effect prospectively from the date thereof. In addition, if any assignee of this Agreement is not a limited partnership, the covenants and warranties by Lessee set forth in Article XXVII hereof shall be appropriately modified to take into account the nature of the assignee.

ARTICLE XIX

EMINENT DOMAIN

19.1 Termination for Condemnation. In the event that a Condemnation with respect to any material part of the Ballpark Land and the Ballpark Improvements shall occur at any time during the Term, this Agreement shall terminate (except as hereinafter provided below), on the date on which possession is required to be delivered to the condemning authority. As used herein, "material part" shall mean any of the following:

(a) Any part of the Ballpark Land and the Ballpark Improvements that, in the reasonable determination of Lessee, would cause Lessee to become unable to make use of the Ballpark Land and the Ballpark Improvements for its intended operations or to experience a material loss of revenue (specifically including, without limitation, a reduction by twenty percent (20%) or more in the number of seats available in the Ballpark or loss of any material portion of the concourse areas);

(b) Any part of the area between the Ballpark Improvements and a public street or highway, Condemnation of which would cause Lessee to become unable to provide sufficient access to the Ballpark Land and the Ballpark Improvements; or

(c) Any portion of the Gateway Common Areas the loss of which results in fewer than 1,500 parking spaces being available on the same terms and conditions as the On-Site Parking to Lessee and Operator of equal quality and no greater distance from the Baseball Facility than the On-Site Parking;

provided, however, that Lessee may elect in its sole discretion not to treat any of the foregoing as a "material part" of the Ballpark Land and the Ballpark Improvements, in which event this Agreement shall not terminate. If this Agreement terminates pursuant to the provisions of this Section 19.1, all rights, obligations and liabilities of the parties hereto shall end as of the effective date of such termination, without prejudice to any rights which have accrued prior to such termination.

19.2 Allocation of Award. The amount of any award for or on account of any Condemnation shall be first used to pay the principal, interest and redemption premiums, if any, on the Stadium Revenue Bonds and the remaining proceeds shall be shared equitably between Gateway and Lessee. Lessee shall have the right to be represented by counsel of its choosing in any Condemnation proceedings.

19.3 Performance of Work. If there shall be a Condemnation and this Agreement shall not terminate as a result thereof, Gateway shall be required to perform any and all work necessary to restore the Ballpark Land and the Ballpark Improvements to a complete architectural unit suitable for Lessee's use in as expeditious a manner as possible.

19.4 Temporary Taking. This Agreement shall not terminate by reason of a temporary taking of the Ballpark Land and the Ballpark Improvements or any portion thereof for public use, except as provided in this Section 19.4. In the event of such a temporary taking, 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 19.2 hereof;

(b) upon the termination of such temporary taking, Gateway shall use its reasonable efforts to restore the Ballpark Land and the Ballpark Improvements to a state equivalent to that which the Ballpark Land and the Ballpark Improvements were in immediately prior to such temporary taking;

(c) during any period of a temporary taking (or such longer period as is reasonably necessary to allow Lessee to make suitable alternate arrangements), Lessee shall be entitled to make arrangements for an alternate site for the Team's home baseball games, on the same terms and conditions as provided in Article XX hereof;

(d) notwithstanding the foregoing, Lessee shall have the right to terminate this Agreement as of the end of any Season if the remaining period of such temporary taking will be for a period of more than two (2) Seasons following the date of the termination, as evidenced by the issuance of any written statement by a duly authorized official of the condemning authority to the effect that such temporary taking will be for such period of time.

ARTICLE XX
UNTENANTABILITY

If the Ballpark Land and the Ballpark Improvements are untenable in whole or in any material part as a result of any Major Capital Repair or the event or events which gave rise thereto (including any Major Capital Repair necessitated by any of the events set forth in Article XIX hereof), then Lessee shall make arrangements for an alternate site for its Home Dates during the period of such untenability (or such longer period as is reasonably necessary to allow Lessee to make suitable alternate arrangements). During the period in which Lessee is playing its games at an alternate site, Lessee will not be responsible for any obligations accruing under this Agreement. In the event that untenability caused by a Major Capital Repair or the event or events which gave rise thereto (other than a Major Capital Repair necessitated by the events set forth in Article XIX hereof) continues for a period of two (2) Seasons, or totals a number of days equal to two (2) Seasons in any three (3) year period, Lessee may at its option, exercised in its reasonable discretion, terminate this Agreement upon thirty (30) days' prior written notice to Gateway. If untenability is caused by any Major Capital Repair necessitated by the events set forth in Article XIX hereof, Lessee's right to terminate this Agreement shall be governed by Article XIX.

ARTICLE XXI
NAMING RIGHTS TO BASEBALL FACILITY

21.1 Naming Rights to Baseball Facility. Lessee and Gateway acknowledge and agree that naming rights for the Baseball Facility are controlled by and subject to a "Baseball Facility Naming Rights Agreement" dated as of March 11, 1994, by and among Gateway, the County, the City, Lessee, Ballpark Management Company and Richard E. Jacobs, individually, (the "Baseball Facility Naming Rights Agreement") and are further subject to a "Assignment of Interest in Baseball Facility Naming Rights Agreement" dated as of the 31st day of March, 1998 by and between Richard E. Jacobs, individually, and Lessee (the "Assignment") (the Baseball Facility Naming Rights Agreement and Assignment hereinafter collectively referred to as the "Naming Rights Agreement").

21.2 Modifications to Naming Rights Agreement. Commencing with the payment due under the Naming Rights Agreement and for all remaining years during which the Naming Rights Agreement is in effect and/or during the Term of this Agreement, whichever is greater, Gateway and Lessee mutually acknowledge the following modifications to the Naming Rights Agreement; (a) any and all purchase price payments due Gateway under the terms of the Naming Rights Agreement are deemed satisfied and paid in full; (b) any and all rights retained by Gateway under Paragraph 8 of the Baseball Facility Naming Rights Agreement are hereby deemed terminated and of no further force and effect; (c) Gateway will not be responsible for the cost of acquiring, installing, monitoring or replacing signage that is not already in place in conjunction with the Baseball Facility Naming Rights Agreement or acquiring, installing, monitoring or replacing any new signage; (d) any and all right to change the name of the Baseball Facility from its current name as "Progressive Field" shall be exclusively reserved to Lessee; and (e) any and all revenue paid to the Lessee as a result of the Lessee's sale, in whole or

in part, of naming rights within the Baseball Facility shall be exclusively retained by and reserved to Lessee.

ARTICLE XXII
BROADCAST FEES

All rights and other fees and arrangements relating to the production and distribution of the Team's baseball games for commercial television, noncommercial television (by over-the-air, cable or otherwise), including direct sales of advertising by Lessee, radio broadcast or any other media fees and revenues, and any income attributable to such broadcasts (whether in or out of the local market) ("Broadcast Fees") shall be retained and exclusively controlled by Lessee.

ARTICLE XXIII
TICKET REVENUE

Lessee shall retain all Ticket Revenue. Lessee shall have the right to select the ticket computer company for the Baseball Facility.

ARTICLE XXIV
REPRESENTATIONS BY LESSEE

Lessee represents and warrants as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Agreement:

24.1 Valid Existence. Lessee is a limited partnership duly organized and validly existing under the laws of the State of Ohio. Lessee has full partnership power to own its property and conduct its business as presently conducted.

24.2 Power; No Limitation on Ability to Perform. Lessee has full partnership power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by Lessee. Subject to satisfaction of the requirements of Article XXXI hereof, (a) neither Lessee's partnership agreement or certificate of limited partnership or Baseball Corporation's articles of incorporation or code of regulations, nor any rule, policy, constitution, by-law or agreement of the American League or Major League Baseball, nor any other agreement, law or other rule in any way prohibits, limits or otherwise affects the right or power of Lessee or Baseball Corporation to enter into and perform all of the terms and provisions of this Agreement and each document, agreement and instrument executed and to be executed by Lessee or Baseball Corporation in connection herewith, and all transactions contemplated hereby and thereby, and (b) neither Lessee nor any of its partners (general or limited, including, without limitation, Baseball Corporation), or stockholders of any corporate partner, officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. Except for the approval

required by Article XXXI hereof, no consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required for the due execution, delivery and performance by Lessee and Baseball Corporation of this Agreement or any other agreement, document or instrument executed and delivered by Lessee or Baseball Corporation in connection herewith, or any of the transactions contemplated hereby or thereby.

24.3 Valid Execution. The execution and delivery of this Agreement by Lessee has been duly and validly authorized by all necessary action. This Agreement and all other agreements, documents and instruments executed and delivered by Lessee in connection herewith are, and each other agreement, document or instrument to be executed and delivered by Lessee in connection herewith when executed and delivered will be, legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms.

24.4 Defaults. The execution, delivery and performance of this Agreement and each agreement, document and instrument executed and to be executed and delivered by Lessee or Baseball corporation in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under (i) any agreement, document or instrument to which Lessee or Baseball Corporation is a party or by which Lessee's or Baseball Corporation's assets may be bound or affected, (ii) any law, statute, ordinance or regulation applicable to Lessee or Baseball Corporation, or (iii) the articles of incorporation or code of regulations of Baseball Corporation, or the partnership agreement or certificate of limited partnership of Lessee, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Lessee or Baseball Corporation.

24.5 Good Standing of Baseball Corporation. Baseball Corporation is Lessee's sole general partner, and is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio.

24.6 Power of Baseball Corporation. Baseball Corporation has full corporate power and authority to execute and deliver this Agreement on behalf of Lessee as Lessee's sole general partner, and to carry out the terms and provisions of this Agreement, and all transactions contemplated hereby.

24.7 Valid Execution by Baseball Corporation. The execution and delivery of this Agreement by Baseball Corporation on behalf of Lessee as Lessee's sole general partner has been duly and validly authorized by all necessary action.

24.8 Compliance with Laws. Lessee shall comply, at all times, with all laws and regulations applicable to its use of the Baseball Facility in accordance with the terms of this Agreement, and shall obtain licenses and permits (other than building permits and certificates of occupancy in connection with the construction thereof), necessary in connection therewith at its sole cost and expense.

24.9 Maintenance of Good Standing in League. Lessee and Baseball Corporation shall maintain the Team as a Major League Baseball team in good standing.

ARTICLE XXV
REPRESENTATIONS BY GATEWAY

Gateway represents and warrants as follows, as of the date hereof and at all times from and after the date hereof until the expiration or termination of this Agreement:

25.1 Valid Existence. Gateway is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of Ohio. Gateway has full corporate power to own its property and conduct its business as presently conducted.

25.2 Power; No Limitation on Ability to Perform. Gateway has the power and authority to execute and deliver this Agreement and to carry out and perform all of the terms and provisions of this Agreement, and all transactions contemplated hereby, to the extent required to be carried out or performed by Gateway. Neither Gateway's articles of incorporation or code of regulations, nor any other agreement, law or other rule in any way prohibits, limits or otherwise affects the right or power of Gateway to enter into and perform all of the terms and provisions of this Agreement and each document, agreement and instrument executed and to be executed by Gateway in connection herewith, and all transactions contemplated hereby and thereby, and neither Gateway nor any of its officers, directors or any of their personal or legal representatives are party to or bound by any contract, agreement, indenture, trust agreement, note, obligation or other instrument which could prohibit, limit or otherwise affect the same. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by Gateway of this Agreement or any other agreement, document or instrument executed and delivered by Gateway in connection herewith, or any of the transactions contemplated hereby or thereby.

25.3 Valid Execution. The execution and delivery of this Agreement by Gateway has been duly and validly authorized by all necessary action. This Agreement and all other agreements, documents and instruments executed and delivered by Gateway in connection herewith are, and each other agreement, document or instrument to be executed and delivered by Gateway in connection herewith when executed and delivered will be, legal, valid and binding obligations of Gateway, enforceable against Gateway in accordance with their respective terms.

25.4 Defaults. The execution, delivery and performance of this Agreement and each agreement, document and instrument executed and delivered and to be executed and delivered by Gateway in connection herewith (a) do not and will not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document or instrument to which Gateway is a party or by which Gateway's assets may be bound or affected, (ii) any law, statute, ordinance or regulation applicable to Gateway, or (iii) the articles of incorporation or code of regulations of Gateway, and (b) do not and will not result in the creation or imposition of any lien or other encumbrance upon the assets of Gateway.

25.5 Compliance with Laws. Gateway shall comply at all times with all laws and regulations applicable to its construction and use of the Baseball Facility in accordance with the terms of this Agreement, and shall obtain licenses and permits, including, but not limited to, all

building permits and certificates of occupancy in connection with the construction thereof, necessary in connection therewith at its sole cost and expense.

25.6 Title. Gateway owns fee simple title to the Ballpark Land, the Field and the Common Areas.

ARTICLE XXVI

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Subject to Gateway furnishing Lessee nondisturbance agreements reasonably satisfactory in form and substance to Lessee, this Agreement, and all rights of Lessee hereunder shall be subject and subordinate to the mortgages which may encumber the within leasehold estate that are granted in connection with any approved Financing Arrangement. Notwithstanding anything to the contrary contained in this Article, with respect to any mortgage to which this Agreement is subordinate, such subordination shall be contingent upon Gateway's securing the agreement or acknowledgment of the mortgagee (which shall be obtained pursuant to a separate written agreement with Lessee) that this Agreement, Lessee's rights hereunder and Lessee's right to continue occupancy of the within leasehold estate shall not be affected or disturbed in the event of a default by Gateway (or any successor) under any mortgage and subsequent foreclosure or eviction. Such subordination shall also provide to Lessee the right to elect to cure defaults under the mortgage. Such agreements of nondisturbance may be conditional upon the securing of Lessee's written agreement in favor of the mortgagee to attorn to, and perform under this Agreement. If any mortgagee shall succeed to the rights of Gateway hereunder, whether through possession, foreclosure action or delivery of a new lease or deed, or otherwise, then, at the request of such party ("Successor Landlord"), Lessee shall attorn to, and recognize, each Successor Landlord as Lessee's landlord under this Agreement and shall execute and deliver any reasonable instrument such Successor Landlord may reasonably request to further evidence such attornment; provided, however, that Lessee's attornment shall be subject to the condition that the Successor Landlord agrees to recognize Lessee as the owner of the within leasehold estate and the possessory rights thereto, on and subject to all of the terms, conditions, obligations and benefits of this Agreement. If a mortgagee shall so elect by notice to Lessee, this Agreement and Lessee's rights hereunder shall be superior and prior in right to the mortgage of which such mortgagee has the benefit with the same force and effect as if this Agreement had been executed, delivered and recorded prior to the execution, delivery and recording of such mortgage. The parties agree that that certain mortgage from Gateway to Cleveland Development Partnership I for \$20,000,000, filed for record December 21, 1990, Volume 90-7904, Page 6 of Cuyahoga County Records shall be subordinated pursuant to a subordination, nondisturbance and attornment agreement, satisfactory to Lessee and Operator with respect to this Agreement, the Ground Lease, Management Agreement, and the CAM Agreement, and that all of the appropriate actions, recordings and filings will be made promptly to cause the subordination.

ARTICLE XXVII
ESTOPPEL CERTIFICATE BY LESSEE

Lessee agrees that at any time and from time to time upon not less than ten (10) Business Days' prior request by Gateway, Lessee will execute, acknowledge and deliver to Gateway a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, (c) that, so far as Lessee knows, Gateway is not in default under any provisions of this Agreement or, if there has been a default, the nature of said default, and (d) any other matter that Gateway or such prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any person proposing to acquire Gateway's interest in this Agreement or any prospective mortgagee of, or assignee of any mortgage upon, such interest.

ARTICLE XXVIII
MISCELLANEOUS

28.1 Force Majeure. Except as otherwise herein expressly provided, if either party shall be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder other than the payment of money as a result of any Force Majeure, and, provided, that the party delayed, hindered or prevented from performing notifies the other party not later than ten (10) Business Days after a Reporting Period of any such delay, hindrance or prevention occurring during the Reporting Period at issue, then the performance of such covenant or obligation shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such covenant or obligation shall be extended by the number of days equivalent to the number of days of the impact of such delay, hindrance or prevention. Failure to so provide the Reporting Period notice as to a delay commencing during the Reporting Period at issue will result in waivers of both excuse in performance and extension of time to perform under this Section 28.1 with respect to any delay within that Reporting Period.

28.2 Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Lessee or Gateway to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Lessee or Gateway of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of Gateway or Lessee. The payment by either party of sums due and payable hereunder, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein contained, shall not be deemed a waiver of such breach.

28.3 Consent. Unless otherwise specifically provided herein, no consent or approval by Lessee or Gateway permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is given.

28.4 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

28.5 Covenant of Quiet Enjoyment. Gateway covenants that if, and so long as, Lessee keeps and performs each and every covenant, agreement, term, provision and condition of this Agreement on the part and on behalf of Lessee to be kept and performed, Lessee shall quietly enjoy its rights under this Agreement without hindrance or molestation by Gateway or by any other person lawfully claiming the same by, through or under Gateway, subject to the covenants, agreements, terms, provisions and conditions of this Agreement.

28.6 Recordation of Lease. Neither party shall record this Agreement, whether in the public records of Cuyahoga County or elsewhere. However, at the request of either party, the parties shall promptly execute, acknowledge and deliver to each other a Memorandum of Lease in the form of Exhibit E (and a Memorandum of Modification of Lease in respect of any modification of this Agreement) sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Agreement.

28.7 Prorations. Any apportionment or prorations related to the use of the Baseball Facility during a Season shall be computed on the basis of the length of the Season, otherwise any apportionment or prorations to be made under this Agreement shall be computed on the basis of a year containing three hundred sixty-five (365) days, consisting of twelve (12) months of the actual number of days in each.

28.8 Terms. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives and pronouns include one another.

28.9 Captions. The captions of articles and sections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such articles or sections.

28.10 Binding Effect. Each of the provisions of this Agreement shall extend to and shall, as the case may require, bind or inure to the benefit not only of Gateway and of Lessee, but also of their respective permitted successors and assigns pursuant to Article XVIII.

28.11 Agreement Contains All Terms. All of the representations, agreements, understandings and obligations of the parties are contained herein and in the Exhibits attached

hereto. This Agreement shall be deemed to supersede the Memorandum and all other documents, writings, letters and agreements executed in connection therewith.

28.12 Only Landlord-Tenant Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Gateway and Lessee, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Gateway and Lessee other than the relationship of landlord and tenant. No mechanics', materialmen's or laborers' liens or other liens of any character whatsoever created or suffered by Lessee shall in any way, or to any extent, affect, attach or apply to the interest or rights of Gateway hereunder or its rights or interest in any of the Baseball Facility or attach to its title to or rights in the Baseball Facility unless such lien is related to work, services or goods either: (i) requested by Gateway, or (ii) required to be performed or provided by Gateway pursuant to this Agreement.

28.13 Notices. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in writing, signed by the party or officer, agent or attorney of the party giving the notice, and shall be deemed to have been effective upon delivery if served personally, or upon the third day from and including the day of posting if deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

For Gateway:

Gateway Economic Development
Corporation of Greater
758 Bolivar Road
Cleveland, Ohio 44115
Attention: Executive Director

With a copy to:

Climaco, Lefkowitz, Peca, Wilcox & Garofoli Co., LPA
55 Public Square, Suite 1950
Cleveland, Ohio 44113
Attention: Dennis Wilcox, Esq.

For Lessee:

Cleveland Indians Baseball
Company Limited Partnership
2401 Ontario Street
Cleveland, Ohio 44115
Attention: General Manager

With a copy to:

Paul J. Dolan, President
2401 Ontario Street
Cleveland, Ohio 44115

With a copy to:

Joseph R. Znidarsic, Esq.
Thrasher, Dinsmore & Dolan
100 7th Avenue, Suite 150
Chardon, Ohio 44024-1079

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 28.13 change the address to which notices shall be sent.

28.14 Applicable Law. This Agreement has been prepared in the State of Ohio and shall be governed in all respects by the laws of the State of Ohio.

28.15 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

28.16 Representatives. Lessee's representative for implementation of the terms of this Agreement shall be Paul J. Dolan, President, or such individual or individuals designated, in writing, by Lessee to act for Lessee on certain specified matters ("Lessee's Representative"). Gateway's representative for implementation of the terms of this Agreement shall be the Executive Director ("Gateway's Representative"). Either party may substitute representatives by notice to the other party delivered in accordance with Section 28.13.

28.17 Effective Date. This Agreement shall be a legally binding agreement, in full force and effect, as of the Effective Date set forth in the first paragraph of this Agreement.

28.18 Antidiscrimination Clause. Lessee shall not discriminate on the basis of race, color, political or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin or sexual preference/orientation. This shall apply to all organizations which receive permission for the use of all or any portion of the Baseball Facility, either in writing or verbally, from Lessee and Gateway or by applying for a permit or receiving permission in any other way from Lessee and Gateway. Gateway and Lessee shall comply with all applicable state, local and federal laws, rules, regulations, executive orders and agreements pertaining to discrimination in employment, unlawful employment practices and affirmative action. Lessee shall use reasonable efforts to encourage and promote opportunities for minorities and women in the operation of the Ballpark. Lessee shall be an equal opportunity employer.

28.19 Accord and Satisfaction. Payment by any party, or receipt or acceptance by a receiving party, of any payment due hereunder in an amount less than the amount required to be paid hereunder shall not be deemed an accord and satisfaction, or a waiver by the receiving party

of its right to receive and recover the full amount of such payment due hereunder, notwithstanding any statement to the contrary on any check or payment or on any letter accompanying such check or payment. The receiving party may accept such check or payment without prejudice to the receiving party's right to recover the balance of such payment due hereunder or to pursue any other legal or equitable remedy provided in this Agreement.

28.20 No Merger. There shall be no merger of this Agreement or of the leasehold estate hereby created with the fee estate in the Ballpark Land and the Ballpark Improvements or any part thereof by reason of the fact that the same person, firm, corporation or other legal entity may acquire or hold, directly or indirectly, this Agreement or the leasehold estate and the fee estate in the Ballpark Land and the Ballpark Improvements or any interest in such fee estate, without the prior written consent of Gateway's mortgagee(s), if any.

28.21 Further Assurances. Lessee and Gateway shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Gateway or Lessee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

28.22 Joint Promotion of Baseball. During the Term of this Agreement, Gateway and Lessee shall at all times use their best efforts to promote public attendance at the Team's home baseball games at the Baseball Facility.

28.23 Retained Revenues. Unless otherwise expressly provided for herein or in the Management Agreement, Lessee shall be entitled to receive and retain all revenues generated by the operations of the Team or derived from the ownership of the franchise rights to the Team.

28.24 No Third Party Beneficiary. The provision of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

28.25 Conforming Amendments. The parties acknowledge that this Agreement will be amended to conform to any approved Financing Arrangements entered into from and after the date of this Agreement with the Bank, which amendments shall be subject to the approval of the parties hereto, which approval shall not be unreasonably withheld.

28.26 Community Involvement. Lessee shall endeavor to provide appropriate senior citizen discounts for certain games played at the Baseball Facility and Lessee shall also endeavor to provide other appropriate discounts for other Special Events.

28.27 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXIX

GATEWAY COMMON AREA EASEMENT AND MAINTENANCE AGREEMENT

Gateway, Lessee, and Operator have entered into the CAM Agreement and shall conform the CAM Agreement to this Agreement. The legal description of the Central Market Square Site is attached hereto as Exhibit F and made a part hereof, and no amendment or modification shall be made to such legal description without the written approval of Lessee, which approval shall not be unreasonably withheld. Legal descriptions of the Ballpark Land, Field and the Gateway Common Areas are attached to this Agreement as Exhibits A, B and C, respectively.

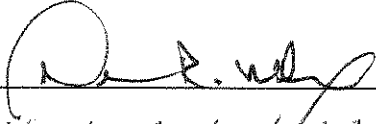
ARTICLE XXX

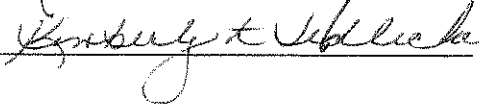
**THREE PARTY AGREEMENT AND CENTRAL MARKET
COMMUNITY DEVELOPMENT PLAN**

Lessee hereby acknowledges and approves the First Amended and Restated Three Party Agreement. Gateway shall not approve any further amendment to the Three Party Agreement as provided in Section 5.05 thereof or the Central Market Community Development Plan as provided in Section III.D. thereof without the prior written consent of Lessee, which consent may be withheld in Lessee's sole discretion if such amendment would materially affect Lessee's rights provided for in this Agreement, the Ground Lease, the Management Agreement or the CAM Agreement.

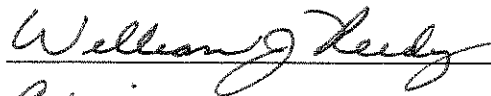
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.


Witnesses as to Gateway:






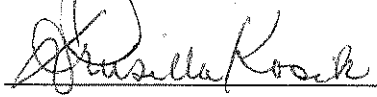
GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, an Ohio nonprofit corporation

By: 


Its: 

Witnesses as to Lessee:





CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP, an Ohio Limited Partnership

By: Cleveland Indians Baseball Company, Inc., an Ohio corporation, its sole general partner
By: 

Paul J. Dolan
Its: President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary in and for said County and State, personally appeared GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, by William J. Reddy, its Chairman, who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 15th day of September, 2008.

Kimberly A. Jedlicka
Notary Public



KIMBERLY A. JEDLICKA
Notary Public, State of Ohio
My Commission Expires
April 5, 2009

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS

BEFORE ME, a Notary in and for said County and State, personally appeared CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP, by Cleveland Indians Baseball Company, Inc., its sole general partner, by Paul J. Dolan, its President, who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 13th day of September, 2008.

Drusilla Kosik
Notary Public **Drusilla Kosik**
Notary Public
State of Ohio
My Comm. Exp. 11-24-2012

EXHIBITS

- Exhibit A - Ballpark Land
- Exhibit B - Field
- Exhibit C - Gateway Common Areas
- Exhibit D - Site and On-Site Parking Requirements
- Exhibit E - Form of Memorandum of Lease
- Exhibit F - Legal Description of the Central Market Square Site

EXHIBIT A
BALLPARK LAND

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being all of Sublot Nos. 8 to 18, both inclusive, Sublot Nos. 22 to 35, both inclusive, Sublot Nos. 37 to 42, both inclusive, and part of Sublot Nos. 2 to 7, both inclusive, Sublot Nos. 19, 20, 21, 36, 83, 84, 85, and 43 to 52, both inclusive, in A.W. Walworth's Subdivision of part of Original Two Acre Lot Nos. 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records. Being part of Sublot Nos. 1 and 36 to 44, both inclusive in the David Long Subdivision of part of Original Two Acre Lot Nos. 109 to 116, both inclusive, as shown by the recorded plat in Volume K of Deeds, Page 508 of Cuyahoga County Records. Part of East 7th Street, 16.5 feet in width, part of East 9th Place, 16.5 feet in width, part of Wigman Court S.E., 16.5 feet in width, all now vacated. Part of Woodland Avenue S.E., 99 feet in width, as shown by the vacation plat in, Volume 246 of Maps, Page 16 of Cuyahoga County Records. Part of Eagle Avenue S.E., 66 feet in width, and part of Ontario Street, of various widths, as vacated by the Council of the City of Cleveland, Ohio by Ordinance Number 2041-91, passed November 11, 1991, further being part of Block "A" as shown by the Map of Consolidation for GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, recorded in Volume 257 of Maps, Page 34 of Cuyahoga County Records, together forming a parcel of land bounded and described as follow:

Beginning in the southerly line of Satchel Paige Drive S.E., 38 feet in width as shown on the Dedication Map of Satchel Paige Drive, Jesse Owens Way, Ontario Street Widening and Rocky Colavito Drive, revised February 1, 1994 and not yet recorded at its point of intersection with a line drawn perpendicular thereto and distant 5.00 feet easterly of the easterly wall of the Kitchen Building, said point being distant Due West, 116.03 feet as measured along said southerly line of Satchel Paige Drive S.E., from the westerly line of East 9th Street, 99 feet in width;

Course No. 1: thence Due South along said parallel line, 34.17 feet to a point;

Course No. 2: thence Due West along a line drawn parallel to said southerly line of Satchel Paige Drive SE., and distant 5.00 feet southerly of the southerly wall face of said Kitchen Building, 17.30 feet to its point of intersection with a line drawn, parallel with and distant easterly 5.00 feet by rectangular measurement, from the easterly wall of the picnic area;

Course No. 3: thence Due South along said parallel line, 88.94 feet to its point of intersection with a line drawn perpendicular to the easterly line of East 9th street and distant northerly 5.00 feet from the northerly wall of the stair tower and ticket booth;

Course No. 4: thence Due East along said perpendicular line, 120.42 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet by rectangular measurement from the easterly wall of said stair tower and ticket booth;

Course No. 5: thence Due South along said parallel line, 185.99 feet to its point of intersection with a line drawn perpendicular to said east line of East 9th street and distant 5.00 feet northerly from the northerly wall of Jacobs' Field;

Course No. 6: thence Due East along said perpendicular line, 1.59 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet, by rectangular measurement from the easterly wall of Jacobs' Field;

Course No. 7: thence South $0^{\circ}-00'-23''$ East along said parallel line, 239.08 feet to its point of intersection with the easterly prolongation of the southerly face of the wall of the entrance to the player's parking area;

Course No. 8: thence North $89^{\circ}-57'-45''$ West along said prolongation and along said southerly face, 17.90 feet to an angle point therein;

Course No. 9: thence South $0^{\circ}-02'-15''$ West along the easterly face of the wall of the players parking area, 74.12 feet to an angle point therein;

Course No. 10: thence South $67^{\circ}-31'-25''$ West along the southeasterly face at the wall of the players parking area and along the southeasterly face of the wall of the cooling tower, 161.41 feet to the most southerly corner thereof;

Course No. 11: thence North $22^{\circ}-27'-14''$ West, along the southwesterly face of the wall of said cooling tower, 71.95 feet to the most westerly corner thereof;

Course No. 12: thence North $67^{\circ}-27'-28''$ East along the northwesterly face of the wall of said cooling tower, 20.77 feet to its point of intersection with the Southwesterly face of the wall of the player's parking area;

Course No. 13: thence North $22^{\circ}-28'-11''$ West along said southwesterly face, 48.33 feet to its point of intersection with a line drawn parallel with and distant southeasterly 5.00 feet, by rectangular measurement from the southeasterly wall of a stair tower;

Course No. 14: thence South $67^{\circ}-31'-49''$ West along said parallel line, 59.44 feet to a point;

Course No 15: thence North $22^{\circ}-30'-54''$ West 5.00 feet to a point which is distant 5.00 feet from the Southwesterly wall face of said stair tower;

Course No. 16: thence South $67^{\circ}-29'-06''$ West in a direct line, 220.56 feet to a point which is 5.00 feet from the northeasterly wall of an elevator and stair tower;

Course No 17: thence South $22^{\circ}-30'-54''$ East in a direct line ,5.00 feet to a point;

Course No. 18: thence South $67^{\circ}-30'-00''$ West along a line drawn parallel with and distant 5.00 feet, by rectangular measurement from the southeasterly wall of said elevator and stair tower, 29.58 feet to an angle point therein;

Course No. 19: thence South $71^{\circ}-56'-59''$ West continuing along said parallel line, 12.83 feet to an angle point therein;

Course No. 20: thence South $78^{\circ}-44'-08''$ West continuing along said parallel line 48.75 feet to a point;

Course No. 21: thence North $5^{\circ}-41'-35''$ West along a radial line, 5.48 feet to its intersection with a curved line, said radial line being distant westerly 5.00 feet from the westerly wall of said elevator and stair tower;

Course No. 22: thence northwesterly along the arc of a circle deflecting to the right having a radius of 269.00 feet, whose chord bears North $53^{\circ}-02'-40''$ West, 364.50 feet, an arc distance of 400.47 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet, by rectangular measurement from the southwesterly wall of a stair and elevator tower;

Course No. 23: thence North $26^{\circ}-06'-35''$ West along said parallel line, 84.33 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet, by rectangular measurement from the southwesterly wall of the Administration Building;

Course No. 24: thence North $26^{\circ}-04'-00''$ West along said parallel line, 265.09 feet to its point of intersection with the southeasterly line of said Jesse Ownes Way S.E., of various widths;

Course No. 25; thence North $63^{\circ}-55'-12''$ East along said southeasterly line, 210.79 feet to its point of intersection with a line drawn perpendicular thereto and distant northeasterly 5.00 feet, from the northeasterly wall of an elevator tower;

Course No. 26: thence South $26^{\circ}-04'-48''$ East continuing along said perpendicular line, 17.50 feet to a point;

Course No. 27: thence North $63^{\circ}-55'-12''$ East along a line drawn parallel to said southeasterly line of Jesse Ownes Way S.E., 185.36 feet to its point of intersection with the first aforesaid southerly line of Satchel Paige Drive S.E.

Course No. 28: thence Due East along said southerly line, 517.05 feet to the place of beginning, excepting from the foregoing parcel the existing Playing Field Parcel, and containing within said boundaries 409,124 square feet of land (9.3922 Acres), exclusive of the area within said Playing Field Parcel, containing within said boundaries 535,857 square feet of land (12.3016 Acres), according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in October, 1994, be the same more or less, but subject to all legal highways.

The bearings used herein are based on an assumed meridian and are used only to denote angles.

EXHIBIT B

LEGAL DESCRIPTION OF THE FIELD

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being all of Sublot No. 26, and part of Sublots Nos. 9 to 16, both inclusive, 25, 27, 28, 31, 32, 33 and 37 to 40, both inclusive, in A.W. Walworth's Subdivision of part of Original Two Acre Lots Nos. 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records. Part of East 7th Street, Wigman Court S.E. and Eagle Avenue S.E., all now vacated, together forming a parcel of land bounded and described as follows:

Beginning at the northwesterly corner of East 9th Street, (99 feet wide) and Carnegie Avenue, S.E., (99 feet wide); thence due North, along the westerly line of East 9th Street, 293.28 feet to a point; thence Due West, along a line drawn perpendicular to said west line of East 9th Street, 578.40 feet to Home Plate; thence South $48^{\circ}-39'-48''$ East, in a direct line, 62.08 feet to the northwesterly corner of the First Base Dugout and the principal place of beginning of the Ballfield intended to be described;

Course No. 1: thence South $22^{\circ}-27'-56''$ East, along the southwesterly wall of the dugout, 3.34 feet to an angle point therein;

Course No. 2: thence South $67^{\circ}-32'-04''$ West, continuing along said dugout wall, 0.21 feet to an angle point therein;

Course No. 3: thence South $22^{\circ}-27'-56''$ East, continuing along said dugout wall, 0.67 feet to its intersection with the southeasterly wall of the playing field;

Thence along the playing field wall, around the home plate area the following courses and distances;

Course No. 4: thence South $67^{\circ}-32'-04''$ West, 32.84 feet to an angle point therein;

Course No. 5: thence South $78^{\circ}-45'-14''$ West, 11.75 feet to an angle point therein;

Course No. 6: thence South $89^{\circ}-45'-34''$ West, 11.76 feet to an angle point therein;

Course No. 7: thence North $78^{\circ}-56'-04''$ West, 11.76 feet to an angle point therein;

Course No. 8: thence North $67^{\circ}-58'-04''$ West, 11.92 feet to an angle point therein;

Course No. 9: thence North $55^{\circ}-20'-14''$ West, 11.60 feet to an angle point therein, (said course being the edge of the camera platform);

Course No. 10: thence North $45^{\circ}-17'-04''$ West, 11.99 feet to an angle point therein;

Course No. 11: thence North 33°-15'-04" West, 12.22 feet to an angle point therein;
Course No. 12: thence North 22°-41'-24" West, 11.26 feet to an angle point therein;

Course No. 13: thence North 11°-01'-04" West, 11.91 feet to an angle point therein;

Course No. 14: thence North 0°-00'-14" West, 32.61 feet to its intersection with the south wall of the Third Base Dugout;

Course No. 15: thence North 89°-59'-46" East, along the southerly wall of the dugout, 0.89 feet to an angle point therein;

Course No. 16: thence North 0°-00'-14" West, continuing along said dugout, 0.50 feet to an angle point therein;

Course No. 17: thence North 89°-59'-46" East, continuing along said dugout wall, 3.18 feet to the southeasterly corner thereof;

Course No. 18: thence North 0°-00'-14" West, along the infield edge of the top step of said dugout, 76.96 feet to the northeasterly corner thereof;

Course No. 19: thence South 89°-59'-46" West, along the northerly wall of said dugout, 4.07 feet to its intersection with the westerly wall at the playing field;

Course No. 20: thence North 0°-00'-14" West, along the westerly wall of the playing field, 155.01 feet to an angle point therein;

Course No. 21: thence North 11°-19'-54" West, continuing along the westerly playing field wall, 56.85 feet to the left field corner thereof;

Course No. 22: thence North 63°-49'-14" East, along the left field playing field wall, 8.49 feet to an angle point therein;

Course No. 23: thence North 61°-15'-34" East, continuing along the left field playing field wall, 73.44 feet to an angle point therein;

Course No. 24: thence North 89°-59'-14" East, continuing along the left field playing field wall and fence, 205.64 feet to an angle point therein;

Course No. 25: thence South 35°-44'-04" East, along the center field playing field fence and wall, 191.68 feet to an angle point therein;

Course No. 26: thence South 0°-00'-44" West, along the right field playing field wall, 93.57 feet to the northwesterly corner of the right field bullpen area;

Course No. 27: thence South 0°-01'-14" West, along the bullpen area fence, 30.44 feet to the southwestly corner thereof;

Course No. 28: thence South $0^{\circ}-12'-14''$ East, along the right field playing field wall, 19.38 feet to the right field corner thereof;

Course No. 29: thence South $78^{\circ}-40'-44''$ West, along the southeasterly wall of the playing field, 57.20 feet to an angle point therein;

Course No. 30: thence South $67^{\circ}-32'-04''$ West, continuing along the southeasterly playing field wall, 155.10 feet to its intersection with the northeasterly wall of the First Base Dugout;

Course No. 31: thence North $22^{\circ}-27'-56''$ West, along the northeasterly wall of the dugout, 4.03 feet to the northeasterly corner thereof;

Course No. 32: thence South $67^{\circ}-27'-44''$ West, along the infield edge of the top step of said dugout, 77.12 feet to the principal place of beginning and containing within said boundaries 126,733 square feet (2.9094 acres) of land according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in October, 1993, be the same more or less, but subject to all legal highways.

EXHIBIT C
JACOBS' FIELD COMMON AREA

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being all of Sublot Nos. 19 and 56, and part of Sublot Nos. 2, 3, 17, 18, 19, 20, 21, 36, 83, 84, 85, and 43 to 55, both inclusive, in A. W. Walworth's Subdivision of part of Original Two Acre Lot Nos. 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records. Being part of Sublot Nos. 42, 43, 44 and 45, in the David Long Subdivision of part of Original Two Acre Lot Nos. 109 to 116, both inclusive, as shown by the recorded plat in Volume K of Deeds, Page 508 of Cuyahoga County Records. Part of East 7th Street, 16.5 feet in width, part of East 9th Place, 16.5 feet in width, part of Wigman Court S.E., 16.5 feet in width, all now vacated. Part of Woodland Avenue S.E., 99 feet in width, as shown by the vacation plat in Volume 246 of Maps, Page 16 of Cuyahoga County Records. Part of Eagle Avenue S.E., 66 feet in width, and part of Ontario Street, of various widths, as vacated by the Council of the City of Cleveland, Ohio by Ordinance Number 2041-91, passed November 11, 1991, further being part of Block "A" as shown by the Map of Consolidation for GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, recorded in Volume 257 of Maps, Page 34 of Cuyahoga County Records, together forming a parcel of land bounded and described as follow:

Beginning in the southerly line of Satchel Paige Drive S.E., 38 feet in width, as shown on the Dedication Map of Satchel Paige Drive, Jesse Owens Way, Ontario Street Widening and Rocky Colavito, Drive revised February 1, 1994 and not yet recorded, at its point of intersection with a line drawn perpendicular thereto and distant 5.00 feet easterly of the easterly wall of the Kitchen Building, said, point being distant Due west, 116.03 feet as measured along said southerly line of Satchel Paige Drive S.E., from the westerly line of East 9th Street, 99 feet in width;

Course No. 1: thence Due South along said parallel line, 34.17 feet to a point;

Course No. 2: thence Due West along a line drawn parallel to said southerly line of Satchel Paige Drive S.E., and distant 5.00 feet southerly of the southerly wall face of said Kitchen Building, 17.30 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet by rectangular measurement, from the easterly wall of the picnic area;

Course No. 3: thence Due South along said parallel line, 88.94 feet to its point of intersection with a line drawn perpendicular to the easterly line of East 9th Street and distant northerly 5.00 feet, from the northerly wall of the stair tower and ticket booth;

Course No. 4: thence Due East along said perpendicular line, 120.42 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet by rectangular measurement, from the easterly wall of said stair tower and ticket booth;

Course No. 5: thence Due South along said parallel line, 185.99 feet to its point of intersection with a line drawn perpendicular to said east line of East 9th Street and distant 5.00 feet northerly, from the northerly wall of Jacobs' Field;

Course No.6: thence Due East along said perpendicular line, 1.59 feet to its point, of intersection with a line drawn parallel with and distant easterly 5.00, by rectangular measurement, from the easterly wall of Jacobs' Field;

Course No. 7: thence South $0^{\circ}-00'-23''$ East along said parallel line, 239.08 feet to its point of intersection with the easterly prolongation of the southerly face of the wall of the entrance to the player's parking area;

Course No. 8: thence North $89^{\circ}-57'-45''$ West along said prolongation and along said southerly face, 17.90 feet to an angle point therein;

Course No. 9: thence South $0^{\circ}-02'-15''$ West along the easterly face of the wall of the player's parking area, 74.12 feet to an angle paint therein;

Course No. 10: thence South $67^{\circ}-31'-25''$ West along the southeasterly face of the wall of the player's parking area and along the southeasterly face of the wall of the cooling Tower, 161.41 feet to the most southerly corner thereof;

Course No.11: thence North $22^{\circ}-27'-14''$ West along the southwesterly face of the wall of said cooling tower, 71.95 feet to the most westerly corner thereof;

Course No. 12: thence North $67^{\circ}-27'-28''$ East along the northwesterly face of the wall of said cooling tower, 20.77 feet to its point of intersection with the southwesterly face of the wall of the player's parking area;

Course No. 13: thence North $22^{\circ}-28'-11''$ West along said southwesterly face, 48.33 feet to its point of intersection with a line drawn parallel with and distant southeasterly 5.00 feet by rectangular measurement, from the southeasterly wall of a stair tower;

Course No. 14: thence South $67^{\circ}-31'-49''$ West along said parallel line, 59.44 feet to a point;

Course No. 15: thence North $22^{\circ}-30'-54''$ West, 5.00 feet to a point which is distant 5.00 feet from the southwesterly wall face of said stair tower;

Course No. 16: thence South $67^{\circ}-29'-06''$ West in a direct line, 220.56 feet to a point which is 5.00 feet from the northeasterly wall of an elevator and stair tower;

- Course No. 17: thence South $22^{\circ}-30'-54''$ East in a direct line, 5.00 feet to point;
- Course No. 18: thence South $67^{\circ}-30'00''$ West, along a line drawn parallel with and distant 5.00 feet by rectangular measurement, from the southeasterly wall of said elevator and stair tower, 29.58 feet to an angle point therein;
- Course No. 19: thence South $71^{\circ}-56'-59''$ West continuing along said parallel line, 12.83 feet to an angle point therein;
- Course No. 20: thence south $78^{\circ}-44'-08''$ West continuing along said parallel line, 48.75 feet to a point;
- Course No. 21: thence North $5^{\circ}-41'-35''$ West along a radial line, 5.48 feet to its intersection with a curved line, said radial line being distant westerly 5.00 feet from the westerly wall of said elevator and stair tower;
- Course No. 22: thence northwesterly along the arc of a circle deflecting to the right having a radius of 269.00 feet, whose chord bears North $53^{\circ}-02'-40''$ West, 364.50 feet an arc distance of 400.47 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet by rectangular measurement, from the southwesterly wall of a stair and elevator tower;
- Course No. 23: thence North $26^{\circ}-06'-35''$ West along said parallel line, 84.33 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet by rectangular measurement, from the southwesterly wall of the Administration Building;
- Course No. 24: thence North $26^{\circ}-04'-00''$ West along said parallel line, 265.09 feet to its point of intersection with the southeasterly line of said Jesse Owens Way S.E., 44 feet wide;
- Course No. 25: thence South $63^{\circ}-55'-12''$ West along said southeasterly line, 29.66 feet to its point of intersection with the northeasterly line of said Ontario Street;
- Course No. 26: thence South $26^{\circ}-04'-48''$ East along said northeasterly line, 591.77 feet to its intersection with the northerly line of Carnegie Avenue S.E., of various widths;
- Course No. 27: thence North $89^{\circ}-51'-25''$ East along said northerly line, 47.86 feet to a point of curvature therein;
- Course No. 28: thence continuing easterly along the curved northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the right, having a radius of 718.97 feet whose chord bears South $85^{\circ}-51'-26''$ East 107.46 feet, an arc distance of 107.56 feet to a point of reverse curvature therein;

Course No. 29; thence continuing easterly along the curved northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the left, having a radius of 622.97 feet whose chord bears South 84°-13'-43" East, 57.76 feet an arc distance of 57.78 feet to a point;

Course No. 30: thence South 74°-32'-46" East continuing along the northerly line of Carnegie Avenue S.E., 7.28 feet to an angle point therein

Course No. 31: thence North 89°-51'-25" East continuing along the northerly line of Carnegie Avenue S.E., 543.54 feet to its intersection, with said westerly line of East 9th Street, 99 feet wide;

Course No. 32: thence Due North along said westerly line, 717.03 feet to its intersection with said southerly line of Satchel Paige Drive S.E.,

Course No. 33: thence Due West along said southerly line, 116.03 feet to the place of beginning, containing within said boundaries 90,344 square feet of land 2.0740 acres), according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in October, 1994.

In addition the above described parcel is subject to various easements and the subsurface lease of Jacobs' Field, be the same more or less, but subject to all legal highways.

The bearings used herein are based on an assumed meridian and are used to denote angles only

EXHIBIT D

SITE AND ON-SITE PARKING REQUIREMENTS

July 3, 1991

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INTRODUCTION

The CMS site is bounded by Ontario Street on the west, Carnegie Avenue on the South, East 9th Street on the east and Huron and Bolivar Road on the north. The site is located two blocks south of Public Square at a prominent point of entry to downtown Cleveland.

The Gateway project consists of an open air 42,000 seat Baseball Facility and the potential 20,000 seat multi-purpose indoor Arena. The project includes public open space suitable for spectator movement and special events, parking for users of the sport facilities and general public during non-event times and, to the extent possible, provisions of commercial development sites to provide economic development opportunities.

The Site and On-Site Parking Requirements (referred to herein sometimes as the "Site Program") is to provide a framework for the land use, open space, circulation, use relationships and building placement.

Terms that are capitalized herein, unless otherwise defined herein, will have the meaning ascribed to them as set forth in the Lease Agreement.

I. SITE GUIDELINES

A. The Ballpark

The Ballpark is located at the southeast part of the CMS Site framed by Ontario Street, Carnegie Avenue and East 9th Street. The playing field is planned to be depressed about 18 feet below existing grade so as to place the circulation concourse at or near sidewalk level. Major entry/exits occur at the ends of this concourse in the outfield areas. Secondary entries serving suite club seat and other patrons are located at the Carnegie and East 9th Street edges. A symbolic "home plate" landmark, which may function as a major entry, is located at the corner of Ontario Street and Carnegie Avenue.

Similar to the Arena, a 60 foot high building base includes team offices, reception areas, lobbies, and team related retail and ticketing facilities. The upper deck seating and its roof is approximately 120 feet above the playing field. The outfield areas include bleacher seating, bull pens, and a picnic area. The scoreboard is positioned in the outfield in left center field.

B. The On-Site Parking Garage

Parking to serve suite and club seat patrons as well as players, administrators, media and employees will be located on-site. Five alternative parking schemes are attached to this Exhibit. All five parking schemes are acceptable to the Team. Gateway may choose any one of the five schemes to satisfy the Team's parking requirement.

The service ramp access will be accommodated in each parking scheme. Access to the service ramp will be from East 9th Street and Bolivar.

C. The Arena

The Arena is placed at the northwest part of the site at the Huron/Ontario intersection.

The seating bowl, which extends to a height of 90 feet, is aligned parallel to Ontario Street. A 60 foot high building base around the seating bowl is made up of team offices, ancillary uses and circulation areas. The playing floor is depressed about 20 feet below the site level.

At no time shall the construction of any element of the Master Plan prevent or interfere with the operation of the Ballpark or access to the Ballpark.

In the event that the Arena or any other project is under construction after the substantial completion of the Ballpark, a maximum construction limit for construction activities of twenty feet beyond the perimeter wall shall be permitted.

D. Public Spaces

The open spaces are arranged in the form of a cross axis linking the project physically to the downtown and visually towards the Cuyahoga River and "Flats" beyond. Two new streets linking East 9th Street, Ontario Street and Huron Road provide vehicular access through the project site. These roads would be closed during most events to minimize vehicular/pedestrian conflicts. A tree lined linear space extends from Huron Road through the project site between the Arena and On-Site Parking Garage towards a major entry at the end of the Ballpark concourse.

A major plaza between the arena and the Ballpark along Ontario Street, approximately 200 feet by 500 feet in size, is the most significant public space of the project. This space will be designed as a multi-purpose, predominantly hard surface public plaza to be used on both event and non-event days. Building entries and exits front onto the space allowing it to be used as a surge space for crowds before and after events. The plaza is linked to an open space located at East 9th Street where a second major point of entry/exit to the Ballpark concourse occurs. It will serve as a surge space for crowds entering and exiting the Ballpark.

The northwest corner of the Arena is set back to create a plaza at the intersection of Ontario Street and Huron Road to serve as a surge space for spectators entering and leaving events at the Arena.

E. Facility Service

Separate service areas for the two facilities are planned below street level. Access to these areas is via an exclusive ramp off Bolivar Rd. At no time shall the construction of any other element of the project interfere with or prevent access to the service area or service ramp.

F. Adjacent Development and Connection to Downtown

Adjacent development and the public environment of streets, sidewalks and open spaces reinforce connections proposed between the public spaces of the CMS Site and downtown. A key area that is likely to undergo redevelopment is the wedge-shaped block north of the project site between Huron Road and Prospect Avenue.

Pedestrian paths and public spaces should pass through this redevelopment area and directly connect into the Colonial and Euclid Arcades to the on-site street and open space system. This proposed mid-block connection between Prospect and Huron will serve as a major visual identifier of the Ballpark and link the Ballpark to the downtown area. The development property at Ontario and Huron is of major significance to the entry into downtown Cleveland and the project and must be designed with the care due such a prominent location.

II. Facility Use And Location

The Ballpark should be positioned on the site to fit within the City fabric and create a civic setting including major new spaces. The location of the Ballpark must be coordinated within the Master Plan to work efficiently with the proposed Arena and the garages. The arrangement should establish strong links with the building, street and pedestrian context of downtown and respond to important views both to and from the site. A series of public spaces should be framed by the buildings. To reinforce the urban design plan, building entries and appropriate public uses relate directly to the open spaces.

A. Function

- Accommodate the desired uses as described in the Program Requirements attached as Exhibit C to the Lease Agreement.
- Locate entries/exits at major public spaces and streets.
- Maximize public use at the sidewalk level.

B. Dimension

- Setbacks from the perimeter streets and on-site streets shall be as shown on the Setback Plan. (Figure 2.) (Figure 1 intentionally omitted.)
- Ontario Street
 - Ballpark: The existing travel lane which leads onto East Fourth Street from Carnegie Avenue should be relocated and the curb moved to a position as shown on the Master Plan to create consistent curb alignments on Ontario Street. Set back 60 feet from the curb line to the building face. This includes a bus parking lane of 12 feet and a sidewalk/landscape zone of 48 feet.
 - Arena: Set back 60 feet from the proposed curb line to the building face. This includes a bus parking lane of 12 feet and a sidewalk/landscape zone of 48 feet. In the event of phase project schedules, the finished

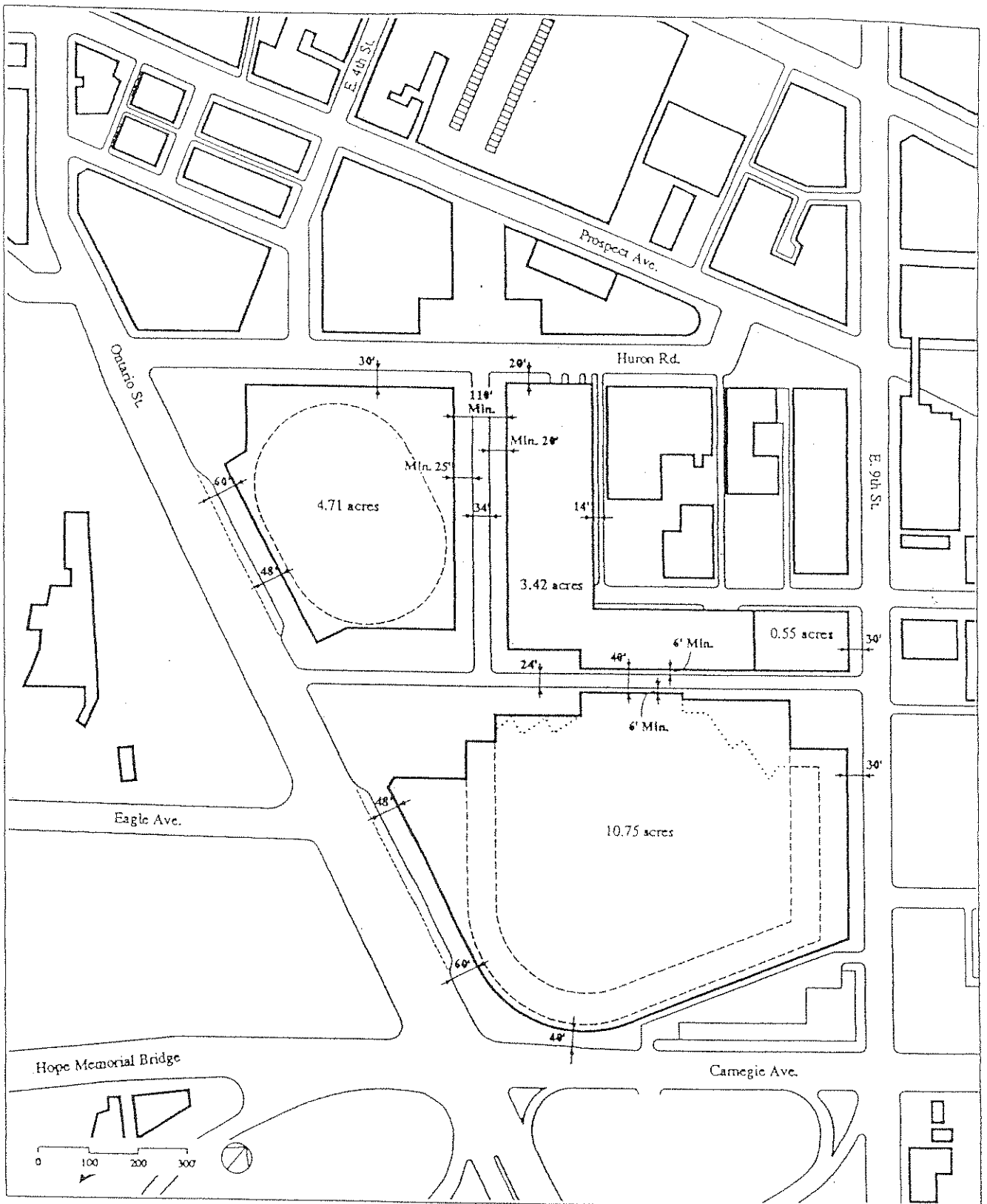


Figure 2
Setback Plan

sidewalk shall at no time be less than 35 feet. A free and clear pedestrian pathway must be provided to the Ballpark.

- *Huron Road*
 - *Arena:* Set back 30 feet minimum from the curb to the building face and a minimum sidewalk dimension of 20 feet from the curb shall be maintained.
 - *On-Site Parking Garage:* Set back approximately 20 feet from the curb to the building face to be consistent with the face of the Bell Telephone Switching building.
- *East 9th Street*
 - *Ballpark:* Set back 30 feet from the existing curb to the architectural edge (building and/or fence).
- *Carnegie Avenue*
 - *Ballpark:* Set back 40 feet minimum from the relocated curb to building face at Ontario street. The exclusive right turn lane should be eliminated and the curb relocated to expand the sidewalk width.
 - *Surface Parking:* Set back 20 feet minimum from the curb. A landscape screen should be provided.

III. Public Spaces and Streetscape

The public spaces should be designed to connect the project to the downtown and adjacent districts and to accommodate the large crowds associated with facility events.

A. Function

- Accommodate Ballpark patrons before and after events, accounting for simultaneous events.
- Accommodate large crowds for other public events.
- Be accessible to the general public during non-event times.
- Provide for the temporary closure of portions of public spaces to control access to function in the Ballpark.
- Provide for direct pedestrian circulation to adjacent blocks and sidewalks.
- Maintain public pedestrian connection from East 9th Street to Ontario Street.

- Provide for safe and pleasant pedestrian access to parking, buses, taxis, and public transit.
- On-site roads may be closed during events to accommodate safe, unobstructed movement of people through the site.
- Provide for direct pedestrian circulation to off-site parking.
- Parking for local media T.V. parking must be included. Six local media vans with appropriate cable connection shall be provided adjacent to the Ballpark.

B. Dimensions

- *Public Right-of-Way between Arena and On-Site Parking Garage (East 6th Street Extension):*
 - A minimum dimension of 110 feet from Arena to face of parking garage is required exclusive of required exit stairs, covered pedestrian walkways or other minor building appurtenances. A consistent building line should be maintained. (Figure 2)
 - The street alignment as shown on the Setback Plan shall allow for a minimum sidewalk width of 20 feet at the garage edge and 25 feet at the arena edge.
 - Street width shall be 34' and should include two 12' wide moving lanes and a 10' wide parking lane.
- *Public Right-of-Way between Ballpark Outfield Bleachers and Parking (Relocated Eagle Avenue):*
 - Minimum dimension of 40 feet from edge of the bleachers to the face of the parking garage shall be provided. (Figure 2)
 - Street width shall be 24' and should include two moving lanes.
 - Street alignment shall allow for a minimum sidewalk width of 6' on each side of the street.

C. Design

- The new public spaces on the site should be designed to create a civic setting for the sports facilities.

- Within the open space design, special places should be designed for crowds because of their relationship to major entries.
- All public spaces shall be designed to comply with all applicable laws, ordinances and regulations, including accessibility for the handicapped.
- Site grading shall be coordinated with the entry elevations of the facilities to relate sidewalk and plaza grades to the buildings.
- Site lighting should take into consideration events in progress as well as non-event days.
- Climate, microclimate, and seasonal use of the facilities and open spaces in the design of plazas and sidewalks shall be considered by providing favorable solar orientation, mitigating measures for unfavorable winds, and use of appropriate paving and plant materials.
- Soft landscape of trees, shrubs and other plants shall be located toward Carnegie Avenue. Spaces to the north long Huron Road shall be predominantly hard urban landscapes that connect to the streets and spaces of downtown.
- The location and amount of planting areas should be designed to accommodate crowd movements.
- Design should consider and provide for emergency vehicle access to all portions of the plaza.
- Provisions for public telephones will be included.

D. *Utilities*

- All utilities to the facilities shall be provided underground.
- Water and electric power shall be available for special events and cleaning operations on the plaza.
- Provisions for public toilets will be part of the parking garage.

E. *Materials*

- Open spaces shall be designed with primarily hard surfaces for programming flexibility and control of crowd movement.
- Durable materials such as granite curbs, brick, concrete, cast stone, etc. will be employed at a similar level of quality to those used in Public Square. Selected materials

must relate to the Ballpark and Arena to provide a sense of uniformity within the CMS site.

F. *Furnishings*

- Site furnishing shall be durable and attractive and must be compatible with the design of the sports facilities and open spaces. The colors and materials used within the Ballpark, which will be partially visible from the major open spaces, will be used to establish the family of materials and colors used for furnishings in the open spaces.
- Sufficient seating, drinking fountains and trash receptacles will be provided for various and changing uses of the open spaces.
- All furnishings should meet City performance standards.

G. *Art Objects*

- Art objects will be integrated into the design of the facilities and urban spaces rather than placed as isolated objects.
- The choice of art and locations must be approved by the Lessee as part of the design review process.

H. *Pedestrian Bridges and Tunnels*

- The Ballpark shall be connected at convenient locations to the On-site garage or off-site parking by pedestrian bridges as shown on the Parking Schemes A, B, C, D and E.
- Bridges should connect into the club level of the Ballpark.
- Bridge width shall be established by design calculations to handle peak loading of event crowds but in no event be less than 20 feet in width.
- Bridges shall have a level appearance.
- The bridge connecting the Arena and garage should be set-back from Huron Road at least 50 feet as shown in the Master Plan.
- The design of bridges should be compatible in materials and color with the architectural expression of the Ballpark.

IV. Parking

1. Auto

A. Function

- On-site Parking for 1500 spaces shall be provided, without charge to the Lessee or the Operator, as shown on attached alternative plans Schemes A, B, C, D or E.
- Direct access shall be provided from the garage to the Ballpark via bridges. Two bridges to be provided per Schemes A and E, three bridges per Scheme C and only one bridge per scheme B.
- A "design" exit time of all cars in the garage shall be no greater than thirty minutes following the end of an event.

B. Dimension (Requirements Below relate to Parking Scheme A and E).

- Two acceptable alternate locations of the garage are as shown on the Alternate Parking Plan for Scheme A and Scheme E. The design of the garage should reduce travel distance from the garage to the primary entry points into the stadium.
- Three bays 180 feet wide may be located parallel to the Arena and two bays 120 feet wide along Bolivar Road.
- The garage capacity shall satisfy the Program Requirement of 1500 cars minimum.
- Two major points of entry/exit may occur, one at Huron Road the other at E. 9th Street. Access to/from E. 9th Street shall be on the existing Bolivar Road alignment.
- An exclusive lane on E. 9th Street should be made available after events within the existing street. Access to/from Huron Road shall be by left and right turns.
- A secondary garage access to the on-site street connecting Ontario Street shall be permitted.
- Clearance of 16 feet shall be required at the street level to accommodate service vehicles.
- Approximately 11 feet shall be required floor to floor in the upper levels of the garage to accommodate van parking.
- The parking spaces as shown on Scheme E shall be evenly distributed throughout the garage.

- Opposite Ballpark: garage heights should be designed to allow for convenient access to pedestrian bridges to the Ballpark.
- Opposite Arena: The balance of cars not accommodated in the southern section of garage and required to satisfy the program will be located into this area.
- Specifications for the surface parking lot shown on Scheme D such as pavement thicknesses, site lighting and landscape design shall meet the current City of Cleveland requirements for surface parking lots.

C. Design

- The parking garage design should be compatible with the architectural expression of the Ballpark. The Huron Road facade and the facades facing the two on-site streets should be designed to respond to the civic character of the Ballpark avoiding a utilitarian image on these key public facades.
- All floors facing the on-site streets and open space shall be flat.
- Continuous horizontal strip openings shall not be permitted. An ordered rhythm of window-like punched openings is encouraged.
- The garage should be designed so as to shield all vehicles parked within it from street level view.
- Pedestrian access to and from the garage should be a prominent part of the garage design. Stairs and lobbies shall be weather protected and use glass to make them visible from public streets.
- Lighting provided within the garage shall be constructed and arranged so as to prevent either the direct emission of light on the public streets or to cause any interference with stadium events. A lighting study demonstrating impact on the play of baseball shall be provided for Lessee's approval.
- The southern facade of the garage may be screened.

2. Bus Parking

A. Function

- Provide a location for buses to park during events with easy access into the facilities.

- Locate as shown on *Figure 6*. (*Figures 3, 4 and 5 intentionally omitted.*)

B. Dimension

- A 12-foot parking lane for buses shall be provided along Ontario Street.
- During a single on-site event (Ballpark only or Arena only) bus parking along the north-south on-site road may be allowed.
- Bus parking may be permitted on Erie Court and Sumner Avenue adjacent to the Erie Street Cemetery.

3. Taxi and Limousines

A. Function

- Provide locations for taxi and limo drop-offs and waiting areas near facility entries.
- Locate as shown on *Figure 6*.

B. Dimension

- An existing parking lane along Huron Road across from the Arena may be used.
- Provide taxi and limo drop-off area at Carnegie Avenue and East 9th Street.
- During a single on-site event (Ballpark only or Arena only) taxi/limo parking along the north-south on-site street may be allowed.

V. Circulation

1. On-Site Streets

A. Function

- Allow vehicular access through the site during non-event times.
- Connect Ontario Street, East 9th Street and Huron Road with the on-site streets. (Except in the event Parking Scheme D is elected.)
- Close on-site streets to vehicular traffic during Ballpark events.

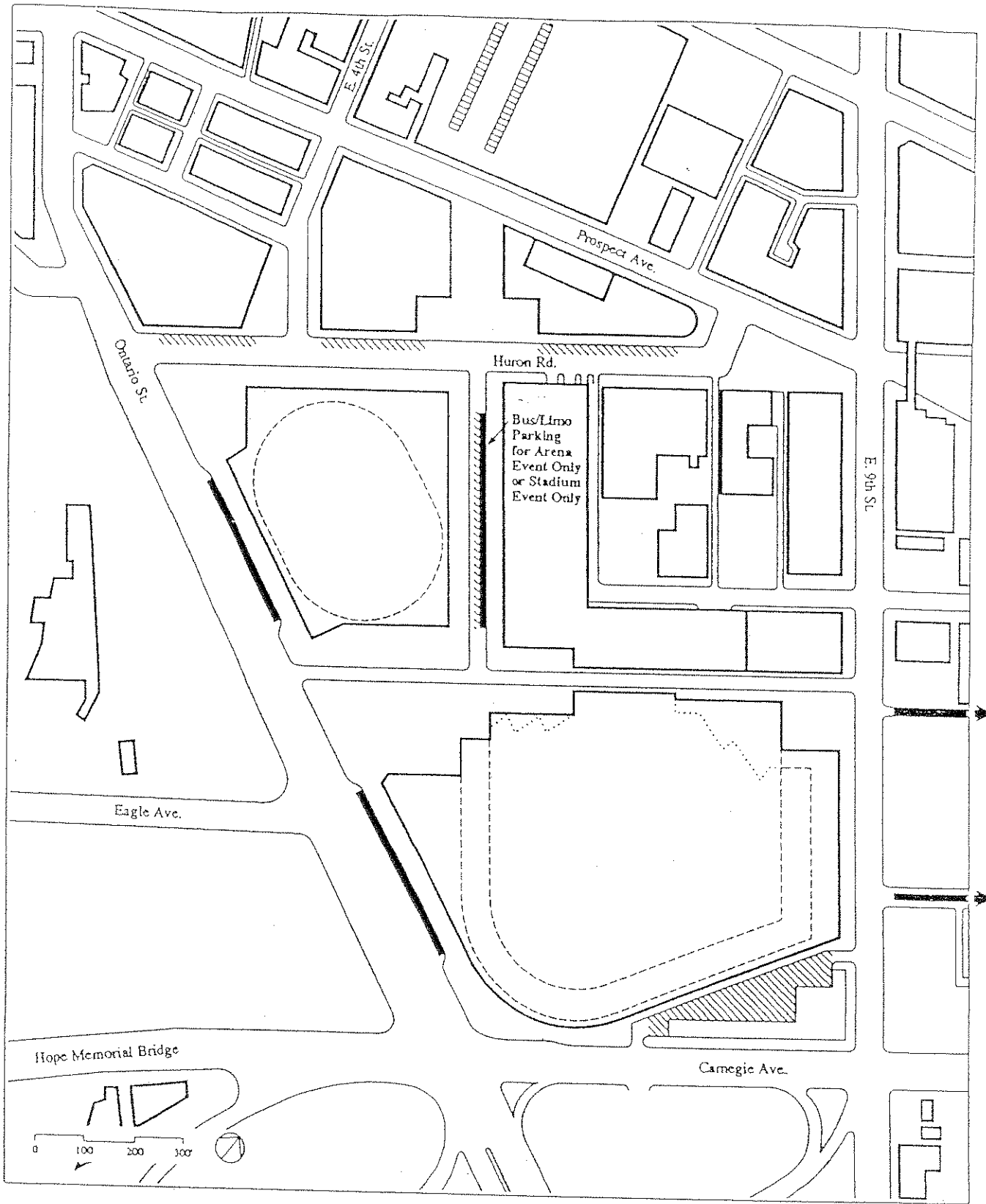




Figure 6
 Taxi, Limousine, and
 Bus Parking

-  Taxi and Limousine Parking
-  Bus Parking

- Provide for two-way traffic on both streets.
- Allow for emergency vehicle and fire access on the site.
- AM radio broadcast for highway commuter information to be provided.

B. Dimension

- Connecting East 9th Street and Ontario Street, a relocated Eagle Avenue shall have a width of 24 feet comprised of two 12 feet wide travel lanes and shall have a minimum 6 feet wide sidewalk on both sides.
- Connecting Huron Road and the main plaza, an extension of East 6th Street shall have a width of 34 feet including one 10 feet wide parking lane and two 12 feet travel lanes.

C. Design

- Both streets shall be straight with the on-site intersection at 90°.
- Handicap ramp curb cuts are required.
- Curbs shall be provided and made of granite.
- The street surface may be bituminous concrete or scored concrete.

VI. Development Opportunity Site

A. Design

- The development site at East 9th Street will be highly visible from the Ballpark seating. It will also be the most prominent building visible from the playing field. The design should consider the relationship to other downtown buildings particularly as it effects the view of the skyline from the Ballpark. The design should also consider the effects on play in the Ballpark. Colors and materials should be chosen to be compatible with the Ballpark in design terms, but also should be selected to avoid detrimental effects on play such as excessive reflectivity or inappropriate colors. Review and approval of any development on this site must be obtained by the Lessee.
- The development site at East 9th Street should hold the building line along the relocated Eagle Avenue as well as at East 9th Street.

- The building design should not preclude a pedestrian bridge connection to the Ballpark from the garage.
- The East 9th Street development site should be paved for temporary parking prior to development. A set-back of 30 feet from the East 9th Street curb is required. The parking lot shall meet current City of Cleveland standards for such uses.

VII. Site Signage

A complete signage and graphics plan for the CMS Site shall be provided. The following categories of signage shall be provided at a minimum. The plan will be subject to the terms of the Lease Agreement, Management Agreement and the Gateway CAM Agreement and shall be coordinated with the advertising programs for the Lessee and the Operator.

- District Identification Signs: Signs identifying or naming the sports facility district.
- Event Identification Signs: Signs identifying the events occurring at the sports facility.
- Building Identification Signs: Signs identifying or naming the Ballpark.
- Tenant Identification Signs: Signs identifying the Team as the major tenant of the Ballpark may be placed on the buildings or on the site in the vicinity of the buildings. Signs identifying other tenants of space on the site may be placed on the building for those tenants occupying a portion of the ground floor of the building, containing an entrance from the building exterior, and separated from other such spaces by a party wall or walls.
- Parking identification Signs: Signs identifying on-site parking facilities.
- Directional Signs: Signs indicating a direction or a location to which pedestrian or vehicular traffic is requested to move.
- Information Signs: Signs which present miscellaneous information or instructions intended to serve the public, product of issue and not containing information included in the definition of any other sign shall be placed as appropriate.
- Banner Signs: Signs which may be mounted on light poles in public right-of-way and public open space shall be placed as

appropriate presenting information included in the definition of the sign identified above.

- Identification Signs: Identification of Ballpark entrance, including ticket booth, ticket windows, turnstiles and special entrances.
- Ballpark directories shall be provided to assist pedestrian movement around the perimeter of the site.
- Message Center: Multi-sided tower with message center located and sized to take advantage of adjacent roadways.

VIII. Site Requirements

- All storm drainage, and utilities shall be provided underground in accordance with all applicable law, regulations, codes and ordinances.
- Site preparation shall include all mass excavation and fill, field excavation, foundation excavation, utility and pit excavation, utility relocation, dewatering systems, archeological surveys, hazardous material disposal and all other costs necessary to prepare the site for the construction of the Ballpark, including, but not limited to, all design, testing, consulting and legal fees associated with this Work.
- All costs necessary to provide soil bearing capacity of 5,000 p.s.f. as stated in the Program Requirements.
- All utilities shall be extended to within five feet of the Ballpark.

IX. Miscellaneous

- All pedestrian bridges to the Ballpark shall be included as Gateway's Work to be completed under this Exhibit D.
- All off-site highway improvements and parking requirements.
- The budget for Site and On-Site Parking Requirements is to include all design and other costs and expenses related to Gateway's Work included in this Exhibit D.
- The budget for Site and On-Site Parking Requirements will include the requirements of Local Media T.V. parking. Parking for six local media vans shall be provided. Appropriate electrical and telephone terminal cabinets and cable tray access shall be provided for T.V. vans to connect directly into the T.V. distribution systems.

• Notwithstanding any other provision in the Lease Agreement, Exhibit C or Exhibit D, to the extent there are reasonable positions taken by both Gateway and Lessee that Gateway's Work is related to work to be completed under the Program Requirements of Exhibit C or the Site and On-Site Requirements of Exhibit D the presumption shall be that such work was to be part of Gateway's Work described in this Exhibit D.

EXHIBIT E

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), made and entered into at Cleveland, Ohio, the ____ day of September, 2008, by and between GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, a nonprofit corporation organized under the laws of the State of Ohio, having an address at 758 Bolivar Road, Cleveland, Ohio 44115 ("Gateway"), and CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP, an Ohio limited partnership, having an address at 2401 Ontario Street, Cleveland, Ohio 44115 ("Lessee").

WITNESSETH:

WHEREAS, Gateway owns a baseball park with related amenities (the "Ballpark Improvements") on certain real property (the "Ballpark Land") described on Exhibit A attached hereto located in the area commonly referred to as the Central Market Square Site in Cleveland, Ohio, being more fully described on Exhibit B attached hereto and made a part hereof (the "CMS Site"); and

WHEREAS, Gateway and Lessee have entered into a certain Lease Agreement (the "Lease") dated as of September 15, 2008, for the lease of the Ballpark Land and Ballpark Improvements (all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease); and

WHEREAS, Gateway and Lessee desire to enter into this Memorandum of Lease to ratify and confirm the Lease and to set forth certain terms and provisions of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Ratification and Confirmation. Gateway and Lessee hereby ratify and confirm the Lease.
2. Description of Premises. Pursuant to the provisions of the Lease, Gateway has leased unto Lessee and Lessee has leased from Gateway the Ballpark Land, together with all the improvements to be constructed thereon including, but not limited to, the Ballpark and related improvements as more particularly described in the Lease and all permanent improvements, additions, alterations, fixtures, equipment and installations constructed, provided or added thereto by Gateway at any time.
3. Term of Lease. The Term of the Lease shall commence on the Effective Date, as defined therein, and shall end on December 31, 2023. The Lessee shall have four five year options to renew the lease as set forth in Section 5.2 thereof.

4. Lessee's Use. During the Term, Lessee and its guests and invitees shall be entitled to the possession and use of the Ballpark Land and Ballpark Improvements to play major league baseball games and to conduct activities related to the playing of major league baseball games and the maintenance of a professional baseball team; to occupy and conduct day-to-day business operations in the Lessee's Office Space; to conduct any and all other activities which, from time to time during the Term, are associated with, or are conducted in connection with, or are related to, the conduct of the business of a major league baseball team; and to use, without charge, the On-Site Parking as more fully set forth in the Lease.

5. Gateway Obligations/Lessee's Rent. Gateway shall be responsible for all Routine Maintenance (which Gateway may delegate to an operator of the Baseball Facility approved by Lessee) and Capital Repairs for the Baseball Facility, subject to Lessee's payment of Rent equal to all funds necessary to permit Gateway to meet its obligations as further described in Article VI.

6. Capital Repairs. Lessee's Rent shall include the payment for costs of all Capital Repairs, except for Major Capital Repairs as further defined in the Lease.

7. Real Estate and Personal Property Taxes. Gateway shall pay when due all Real Estate and Personal Property Taxes, which include, but are not limited to, all real estate taxes, personal property taxes (other than for tangible personal property owned or installed by the Lessee) and other governmental assessments, subject to receipt of Rent from the Lessee.

8. Transfer of Franchise. Pursuant to Article XVI of the Lease, Lessee is prohibited from permitting its Major League Baseball Team to play games on its Home Dates games other than in the Ballpark, except for limited Regular Season Exhibition Games.

9. Notices. The Lease provides that all notices, demands, consents, approvals, statements, requests and invoices to be given under the Lease shall be in writing, signed by the Party or officer, agent or attorney of the party giving the notice, and shall be deemed to have been effective upon delivery if served personally, or upon the third day from and including the day of posting if deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

For Gateway: Gateway Economic Development Corporation
of Greater Cleveland
758 Bolivar Road
Cleveland, Ohio 44115
Attention: Executive Director

With a copy to: Climaco, Lefkowitz, Peca, Wilcox
& Garofoli Co., L.P.A.
55 Public Square, Suite 1950
Cleveland, Ohio 44113
Attention: Dennis R. Wilcox, Esq.

For Lessee: Cleveland Indians Baseball
Company Limited Partnership
2401 Ontario Street
Cleveland, Ohio 44115
Attention: General Manager

With a copy to: Paul Dolan, President
2401 Ontario Street
Cleveland, Ohio 44115

With a copy to: Joseph Znidarsic, Esq.
100 7th Avenue
Chardon, OH 44024

Either party may from time to time by written notice given to the other, pursuant to the terms of the Lease, change the address to which notices shall be sent.

10. Severability. If any section, term or provision of this Memorandum or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, term or provision of this Memorandum or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining section, term or provision of this Memorandum shall be valid and enforceable to the fullest extent permitted by law.

11. Terms. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives and pronouns include one another.

12. Captions. The captions of sections are for convenient reference only and shall not be deemed to limit, construe, affect modify or alter the meaning of such sections.

13. Applicable Law. This Memorandum has been prepared in the State of Ohio and shall be governed in all respects by the laws of the State of Ohio.

14. Three Party Agreement and the Central Market Community Development Plan. Gateway shall not approve any amendment to the Three Party Agreement or the Central Market Community Development Plan without the prior written consent of Lessee.

15. Incorporation by Reference. All of the other terms, conditions, covenants, agreements, provisions and articles contained in the Lease, executed copies of which have been delivered from each party hereto to the other, are, by this reference, made a part hereof the same as though fully rewritten herein. The purpose of this instrument is to evidence record of the Lease. Third parties are hereby put on notice of the interests of Lessee in the Ballpark Land, the terms and conditions of which are more specifically set forth in the Lease.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Gateway and Lessee have caused this Memorandum of Lease to be executed and delivered as of the day and year first above written.

GATEWAY ECONOMIC DEVELOPMENT
CORPORATION OF GREATER
CLEVELAND, an Ohio nonprofit corporation

By: _____
William J. Reidy
Its: Chairman

CLEVELAND INDIANS BASEBALL
COMPANY LIMITED PARTNERSHIP,
an Ohio limited partnership

By: Cleveland Baseball Corporation,
an Ohio corporation, its sole general
partner

By: _____
Paul J. Dolan
Its: President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary in and for said County and State, personally appeared GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, by William J. Reidy, its Chairman, who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seat at Cleveland, Ohio, this ____ day of September, 2008.

Notary Public

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary in and for said County and State, personally appeared CLEVELAND INDIANS BASEBALL COMPANY LIMITED PARTNERSHIP, by Cleveland Baseball Corporation, its sole general partner, by Paul J. Dolan, its President who acknowledged that he did execute the foregoing instrument and such execution is his free act and deed as such officer and the free act and deed of such partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seat at Cleveland, Ohio, this ____ day of September, 2008.

Notary Public

EXHIBIT A
BALLPARK LAND

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being all of Sublot Nos. 8 to 18, both inclusive, Sublot Nos. 22 to 35, both inclusive, Sublot Nos. 37 to 42, both inclusive, and part of Sublot Nos. 2 to 7, both inclusive, Sublot Nos. 19, 20, 21, 36, 83, 84, 85, and 43 to 52, both inclusive, in A. W. Walworth's Subdivision of part of Original Two Acre Lot Nos. 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records. Being part of Sublot Nos. 1 and 36 to 44, both inclusive in the David Long Subdivision of part of Original Two Acre Lot Nos. 109 to 116, both inclusive, as shown by the recorded plat in Volume K of Deeds, Page 508 of Cuyahoga County Records. Part of East 7th Street, 16.5 feet in width, part of East 9th Place, 16.5 feet in width, part of Wigman Court S.E., 16.5 feet in width, all now vacated. Part of Woodland Avenue S.E., 99 feet in width, as shown by the vacation plat in, Volume 246 of Maps, Page 16 of Cuyahoga County Records. Part of Eagle Avenue S.E., 66 feet in width, and part of Ontario Street, of various widths, as vacated by the Council of the City of Cleveland, Ohio by Ordinance Number 2041-91, passed November 11, 1991, further being part of Block "A" as shown by the Map of Consolidation for GATEWAY ECONOMIC DEVELOPMENT CORPORATION OF GREATER CLEVELAND, recorded in Volume 257 of Maps, Page 34 of Cuyahoga County Records, together forming a parcel of land bounded and described as follow:

Beginning in the southerly line of Satchel Paige Drive S.E., 38 feet in width as shown on the Dedication Map of Satchel Paige Drive, Jesse Owens Way, Ontario Street Widening and Rocky Colavito Drive, revised February 1, 1994 and not yet recorded at its point of intersection with a line drawn perpendicular thereto and distant 5.00 feet easterly of the easterly wall of the Kitchen Building, said point being distant Due West, 116.03 feet as measured along said southerly line of Satchel Paige Drive S.E., from the westerly line of East 9th Street, 99 feet in width;

Course No. 1: thence Due South along said parallel line, 34.17 feet to a point;

Course No. 2: thence Due West along a line drawn parallel to said southerly line of Satchel Paige Drive S.E., and distant 5.00 feet southerly of the southerly wall face of said Kitchen Building, 17.30 feet to its point of intersection with a line drawn, parallel with and distant easterly 5.00 feet by rectangular measurement, from the easterly wall of the picnic area;

Course No. 3: thence Due South along said parallel line, 88.94 feet to its point of intersection with a line drawn perpendicular to the easterly line of East 9th street and distant northerly 5.00 feet from the northerly wall of the stair tower and ticket booth;

Course No. 4: thence Due East along said perpendicular line, 120.42 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet by rectangular measurement from the easterly wall of said stair tower and ticket booth;

Course No. 5: thence Due South along said parallel line, 185.99 feet to its point of intersection with a line drawn perpendicular to said east line of East 9th street and distant 5.00 feet northerly from the northerly wall of Jacobs' Field;

- Course No. 6: thence Due East along said perpendicular line, 1.59 feet to its point of intersection with a line drawn parallel with and distant easterly 5.00 feet, by rectangular measurement from the easterly wall of Jacobs' Field;
- Course No. 7: thence South $0^{\circ}-00'-23''$ East along said parallel line, 239.08 feet to its point of intersection with the easterly prolongation of the southerly face of the wall of the entrance to the player's parking area;
- Course No. 8: thence North $89^{\circ}-57'-45''$ West along said prolongation and along said southerly face, 17.90 feet to an angle point therein;
- Course No. 9: thence South $0^{\circ}-02'-15''$ West along the easterly face of the wall of the players parking area, 74.12 feet to an angle point therein;
- Course No. 10: thence South $67^{\circ}-31'-25''$ West along the southeasterly face at the wall of the players parking area and along the southeasterly face of the wall of the cooling tower, 161.41 feet to the most southerly corner thereof;
- Course No. 11: thence North $22^{\circ}-27'-14''$ West, along the southwesterly face of the wall of said cooling tower, 71.95 feet to the most westerly corner thereof;
- Course No. 12: thence North $67^{\circ}-27'-28''$ East along the northwesterly face of the wall of said cooling tower, 20.77 feet to its point of intersection with the Southwesterly face of the wall of the player's parking area;
- Course No. 13: thence North $22^{\circ}-28'-11''$ West along said southwesterly face, 48.33 feet to its point of intersection with a line drawn parallel with and distant southeasterly 5.00 feet, by rectangular measurement from the southeasterly wall of a stair tower;
- Course No. 14: thence South $67^{\circ}-31'-49''$ West along said parallel line, 59.44 feet to a point;
- Course No 15: thence North $22^{\circ}-30'-54''$ West 5.00 feet to a point which is distant 5.00 feet from the Southwesterly wall face of said stair tower;
- Course No. 16: thence South $67^{\circ}-29'-06''$ West in a direct line, 220.56 feet to a point which is 5.00 feet from the northeasterly wall of an elevator and stair tower;
- Course No 17: thence South $22^{\circ}-30'-54''$ East in a direct line ,5.00 feet to a point;
- Course No. 18: thence South $67^{\circ}-30'-00''$ West along a line drawn parallel with and distant 5.00 feet, by rectangular measurement from the southeasterly wall of said elevator and stair tower, 29.58 feet to an angle point therein;

Course No. 19: thence South $71^{\circ}-56'-59''$ West continuing along said parallel line, 12.83 feet to an angle point therein;

Course No. 20: thence South $78^{\circ}-44'-08''$ West continuing along said parallel line 48.75 feet to a point;

Course No. 21: thence North $5^{\circ}-41'-35''$ West along a radial line, 5.48 feet to its intersection with a curved line, said radial line being distant westerly 5.00 feet from the westerly wall of said elevator and stair tower;

Course No. 22: thence northwesterly along the arc of a circle deflecting to the right having a radius of 269.00 feet, whose chord bears North $53^{\circ}-02'-40''$ West, 364.50 feet, an arc distance of 400.47 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet, by rectangular measurement from the southwesterly wall of a stair and elevator tower;

Course No. 23: thence North $26^{\circ}-06'-35''$ West along said parallel line, 84.33 feet to its point of intersection with a line drawn parallel with and distant southwesterly 5.00 feet, by rectangular measurement from the southwesterly wall of the Administration Building;

Course No. 24: thence North $26^{\circ}-04'-00''$ West along said parallel line, 265.09 feet to its point of intersection with the southeasterly line of said Jesse Ownes Way S.E., of various widths;

Course No. 25; thence North $63^{\circ}-55'-12''$ East along said southeasterly line, 210.79 feet to its point of intersection with a line drawn perpendicular thereto and distant northeasterly 5.00 feet, from the northeasterly wall of an elevator tower;

Course No. 26: thence South $26^{\circ}-04'-48''$ East continuing along said perpendicular line, 17.50 feet to a point;

Course No. 27: thence North $63^{\circ}-55'-12''$ East along a line drawn parallel to said southeasterly line of Jesse Ownes Way S.E., 185.36 feet to its point of intersection with the first aforesaid southerly line of Satchel Paige Drive S.E.

Course No. 28: thence Due East along said southerly line, 517.05 feet to the place of beginning, excepting from the foregoing parcel the existing Playing Field Parcel, and containing within said boundaries 409,124 square feet of land (9.3922 Acres), exclusive of the area within said Playing Field Parcel, containing within said boundaries 535,857 square feet of land (12.3016 Acres), according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, made in October, 1994, be the same more or less, but subject to all legal highways.

The bearings used herein are based on an assumed meridian and are used only to denote angles.

EXHIBIT B

LEGAL DESCRIPTION OF THE CMS SITE

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being all of Sublot Numbers 3 to 56, both inclusive, and part of Sublot Numbers 1, 2, 83, 84 and 85 in A.W. Walworth's Subdivision of part of Original Two Acre Lot Numbers 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records, and all of Sublot Numbers 2 to 14, both inclusive, and 29 to 45, both inclusive, and part of Sublot Number 1 in the David Long Subdivision of part of Original Two Acre Lot Numbers 109 to 116, both inclusive as shown by the recorded plat in Volume K of Deeds, Page 508 of Cuyahoga County Records, and part of Sublot Numbers 117 to 122, both inclusive in Walworth and Kelly's Allotment of part of Original Two Acre Lot Numbers 125 to 132, both inclusive, 213 to 220, both inclusive and part of Original One Hundred Acre Lot Number 487, as shown by the recorded plat in Volume 2 of Maps, Page 26 of Cuyahoga County Records, part of East 6th Street, (12 feet wide), East 7th Street, (16.5 feet wide), East 9th Place, (16.5 feet wide), Austin Court, S.E., (12 feet wide), Wigman Court, S.E., (16.5 feet wide) and Woodland Avenue, S.E., (99 feet wide) all now vacated and part of Ontario Street, East 4th Street, (99 feet wide), Bolivar Road, S.E., (66 feet wide), Eagle Avenue, S.E., (66 feet wide) and Carnegie Avenue, S.E., all vacated by the Council of the City of Cleveland, Ohio by Ordinance Number 2041-91 passed November 11, 1991 and part of Original Two Acre Lot Numbers 211 and 212 and together forming a parcel of land bounded and described as follows:

Beginning in the northerly line of Carnegie Avenue, S.E., (99 feet wide) at its point of intersection with the westerly line of East 9th Street, (99 feet wide);

Course No. 1: thence South $89^{\circ}-51'-25''$ West, along the northerly line of Carnegie Avenue, S.E., 543.54 feet to its intersection with the northeasterly line of Woodland Avenue, S.E., 99 feet wide, (now vacated) as shown by the Vacation Plat of Part of Woodland Avenue S.E., as recorded in Volume 246 of Maps, Page 16 of Cuyahoga County Records;

Course No. 2: thence North $74^{\circ}-32'-46''$ West, along the northerly line of Carnegie Avenue, S.E., 7.28 feet to its intersection with the relocated northerly line of Carnegie Avenue, S.E., said line also being the southerly line of that portion of Carnegie Avenue, S.E., vacated by the Council of the City of Cleveland, Ohio, by Ordinance Number 2041-91, passed November 11, 1991;

Course No. 3: thence along the relocated northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the right, 57.79 feet to a point of reverse curvature, said curved line having a radius of 622.97 feet and a chord which bears North $84^{\circ}-13'-43''$ West a distance of 57.76 feet;

Course No. 4: thence continuing along said relocated northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the left, 107.56 feet to a point of tangency, said curved line having a radius of 718.97 feet and a chord which bears North $85^{\circ}-51'-26''$ West a distance of 107.46 feet;

Course No. 5: thence continuing along said relocated northerly line of Carnegie Avenue S.E., South $89^{\circ}-51'-25''$ West, 47.86 feet to its intersection with the northeasterly relocated line of

Ontario Street, said line also being the southwesterly line of that portion of Ontario Street vacated by said Ordinance Number 2041-91;

Course No. 6: thence North $26^{\circ}-04'-48''$ West, along said northeasterly relocated line of Ontario Street, 59.86 feet to its intersection with the southwesterly line of vacated Woodland Avenue S.E. and other lands as shown by the Vacation Plat of Part of Woodland Avenue S.E. as recorded in Volume 246 of Maps, Page 16 of Cuyahoga County Records;

Course No. 7: thence along a southwesterly line of lands shown on said Vacation Plat, along the arc of a circle deflecting to the right, 10.39 feet to a point of tangency, said curved line having a radius of 90.00 feet and a chord which bears North $29^{\circ}-42'-53''$ West a distance of 10.38 feet;

Course No. 8: thence North $26^{\circ}-24'-32''$ West along said southwesterly line of lands so vacated and along the southwesterly line of vacated Woodland Avenue S.E., 288.46 feet to a point of curvature;

Course No. 9: thence northwesterly along a northwesterly line of vacated Woodland Avenue S.E., along the arc of a circle deflecting to the right, 22.41 feet to its intersection with the relocated northeasterly line of Ontario Street, said curved line having a radius of 102.50 feet and a chord which bears North $20^{\circ}-08'-47''$ West a distance of 22.36 feet;

Course No. 10: thence North $26^{\circ}-04'-48''$ West, along the relocated northeasterly line of Ontario Street, said line also being the southwesterly line of that portion so vacated by Ordinance Number 2041-91, 641.58 feet to an angle point therein;

Course No. 11: thence South $89^{\circ}-56'-58''$ West, 21.77 feet to the original northeasterly line of Ontario Street;

Course No. 12: thence North $24^{\circ}-35'-03''$ West, along the original northeasterly line of Ontario Street, 439.99 feet to its intersection with the southerly line of Huron Road, S.E. (94 feet wide);

Course No. 13: thence South $89^{\circ}-58'-33''$ East, along the southerly line of Huron Road, S.E., 890.65 feet to its intersection with the westerly line of East 7th Street, (20 feet wide);

Course No. 14: thence South $0^{\circ}-03'-02''$ East, along the westerly line of East 7th Street, and its southerly prolongation to its intersection with the southerly line of Bolivar Road, S.E., (66 feet wide);

Course No. 15: thence North $89^{\circ}-56'-58''$ East, along the southerly line of Bolivar Road, S.E., 525.76 feet to its intersection with the westerly line of East 9th Street, (99 feet wide);

Course No. 16: thence Due South, along the westerly line of East 9th Street, 867.49 feet to the place of beginning and containing within said boundaries 1,202,025 square feet, (27.5947 acres) of land according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, Revised November, 1991, be the same more or less, but subject to all legal highways.

EXHIBIT F

LEGAL DESCRIPTION OF THE CMS SITE

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being all of Sublot Numbers 3 to 56, both inclusive, and part of Sublot Numbers 1, 2, 83, 84 and 85 in A.W. Walworth's Subdivision of part of Original Two Acre Lot Numbers 117 to 124, both inclusive, and 130 to 133, both inclusive, as shown by the recorded plat in Volume P of Deeds, Page 558 of Cuyahoga County Records, and all of Sublot Numbers 2 to 14, both inclusive, and 29 to 45, both inclusive, and part of Sublot Number 1 in the David Long Subdivision of part of Original Two Acre Lot Numbers 109 to 116, both inclusive as shown by the recorded plat in Volume K of Deeds, Page 508 of Cuyahoga County Records, and part of Sublot Numbers 117 to 122, both inclusive in Walworth and Kelly's Allotment of part of Original Two Acre Lot Numbers 125 to 132, both inclusive, 213 to 220, both inclusive and part of Original One Hundred Acre Lot Number 487, as shown by the recorded plat in Volume 2 of Maps, Page 26 of Cuyahoga County Records, part of East 6th Street, (12 feet wide), East 7th Street, (16.5 feet wide), East 9th Place, (16.5 feet wide), Austin Court, S.E., (12 feet wide), Wigman Court, S.E., (16.5 feet wide) and Woodland Avenue, S.E., (99 feet wide) all now vacated and part of Ontario Street, East 4th Street, (99 feet wide), Bolivar Road, S.E., (66 feet wide), Eagle Avenue, S.E., (66 feet wide) and Carnegie Avenue, S.E., all vacated by the Council of the City of Cleveland, Ohio by Ordinance Number 2041-91 passed November 11, 1991 and part of Original Two Acre Lot Numbers 211 and 212 and together forming a parcel of land bounded and described as follows:

Beginning in the northerly line of Carnegie Avenue, S.E., (99 feet wide) at its point of intersection with the westerly line of East 9th Street, (99 feet wide);

Course No. 1: thence South $89^{\circ}-51'-25''$ West, along the northerly line of Carnegie Avenue, S.E., 543.54 feet to its intersection with the northeasterly line of Woodland Avenue, S.E., 99 feet wide, (now vacated) as shown by the Vacation Plat of Part of Woodland Avenue S.E., as recorded in Volume 246 of Maps, Page 16 of Cuyahoga County Records;

Course No. 2: thence North $74^{\circ}-32'-46''$ West, along the northerly line of Carnegie Avenue, S.E., 7.28 feet to its intersection with the relocated northerly line of Carnegie Avenue, S.E., said line also being the southerly line of that portion of Carnegie Avenue, S.E., vacated by the Council of the City of Cleveland, Ohio, by Ordinance Number 2041-91, passed November 11, 1991;

Course No. 3: thence along the relocated northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the right, 57.79 feet to a point of reverse curvature, said curved line having a radius of 622.97 feet and a chord which bears North $84^{\circ}-13'-43''$ West a distance of 57.76 feet;

Course No. 4: thence continuing along said relocated northerly line of Carnegie Avenue S.E., being the arc of a circle deflecting to the left, 107.56 feet to a point of tangency, said curved line having a radius of 718.97 feet and a chord which bears North $85^{\circ}-51'-26''$ West a distance of 107.46 feet;

Course No. 5: thence continuing along said relocated northerly line of Carnegie Avenue S.E., South $89^{\circ}-51'-25''$ West, 47.86 feet to its intersection with the northeasterly relocated line of

Ontario Street, said line also being the southwesterly line of that portion of Ontario Street vacated by said Ordinance Number 2041-91;

Course No. 6: thence North $26^{\circ}-04'-48''$ West, along said northeasterly relocated line of Ontario Street, 59.86 feet to its intersection with the southwesterly line of vacated Woodland Avenue S.E. and other lands as shown by the Vacation Plat of Part of Woodland Avenue S.E. as recorded in Volume 246 of Maps, Page 16 of Cuyahoga County Records;

Course No. 7: thence along a southwesterly line of lands shown on said Vacation Plat, along the arc of a circle deflecting to the right, 10.39 feet to a point of tangency, said curved line having a radius of 90.00 feet and a chord which bears North $29^{\circ}-42'-53''$ West a distance of 10.38 feet;

Course No. 8: thence North $26^{\circ}-24'-32''$ West along said southwesterly line of lands so vacated and along the southwesterly line of vacated Woodland Avenue S.E., 288.46 feet to a point of curvature;

Course No. 9: thence northwesterly along a northwesterly line of vacated Woodland Avenue S.E., along the arc of a circle deflecting to the right, 22.41 feet to its intersection with the relocated northeasterly line of Ontario Street, said curved line having a radius of 102.50 feet and a chord which bears North $20^{\circ}-08'-47''$ West a distance of 22.36 feet;

Course No. 10: thence North $26^{\circ}-04'-48''$ West, along the relocated northeasterly line of Ontario Street, said line also being the southwesterly line of that portion so vacated by Ordinance Number 2041-91, 641.58 feet to an angle point therein;

Course No. 11: thence South $89^{\circ}-56'-58''$ West, 21.77 feet to the original northeasterly line of Ontario Street;

Course No. 12: thence North $24^{\circ}-35'-03''$ West, along the original northeasterly line of Ontario Street, 439.99 feet to its intersection with the southerly line of Huron Road, S.E. (94 feet wide);

Course No. 13: thence South $89^{\circ}-58'-33''$ East, along the southerly line of Huron Road, S.E., 890.65 feet to its intersection with the westerly line of East 7th Street, (20 feet wide);

Course No. 14: thence South $0^{\circ}-03'-02''$ East, along the westerly line of East 7th Street, and its southerly prolongation to its intersection with the southerly line of Bolivar Road, S.E., (66 feet wide);

Course No. 15: thence North $89^{\circ}-56'-58''$ East, along the southerly line of Bolivar Road, S.E., 525.76 feet to its intersection with the westerly line of East 9th Street, (99 feet wide);

Course No. 16: thence Due South, along the westerly line of East 9th Street, 867.49 feet to the place of beginning and containing within said boundaries 1,202,025 square feet, (27.5947 acres) of land according to a survey by Garrett & Associates, Inc., Registered Engineers and Surveyors, Revised November, 1991, be the same more or less, but subject to all legal highways.