
AGREEMENT OF LEASE

between

CITY OF MYRTLE BEACH

AND

COUNTY OF HORRY,

as Landlord

and

THE DURHAM BULLS BASEBALL CLUB, INC.,

as Tenant.

Dated as of September 1, 1998

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SOUTH CAROLINA)
)
HORRY COUNTY) LEASE

THIS LEASE is made and entered into this first day of September, 1998, by and between the CITY OF MYRTLE BEACH and the COUNTY OF HORRY (hereinafter collectively referred to as the "Landlord") on the one hand, and THE DURHAM BULLS BASEBALL CLUB, INC., a North Carolina corporation (hereinafter, together with any successors and assigns, referred to as the "Tenant") on the other hand.

W I T N E S S E T H:

WHEREAS, it is the intention of the parties to construct a certain ballpark (hereinafter the "Ballpark") on certain property more particularly described in Exhibit "A" (the "Real Property"); and

WHEREAS, the Tenant is a member of, and owns and operates a minor league professional baseball franchise in, the Carolina League of Professional Baseball Clubs, Inc., a Single A-Advanced level of professional baseball; and

WHEREAS, the franchise of the Tenant includes a valid player development contract with the Atlanta Braves Baseball Club, a major league baseball team; and

WHEREAS, providing the public with an opportunity to attend and view professional baseball games and other events in the Ballpark serves the recreational and cultural needs and general welfare of the public and is in the best interests of the City and County and their citizens; and

WHEREAS, the Landlord desires to lease use of the Ballpark to the Tenant, and the Tenant desires to lease use of the Ballpark from the Landlord, at the times and pursuant to the provisions set forth in this Lease; and

WHEREAS, the Tenant is currently a wholly owned subsidiary of Capitol Broadcasting Company, Inc., a North Carolina corporation (hereinafter the "Guarantor"); and

WHEREAS, to induce the Landlord to enter into this Lease, the Guarantor agrees to provide the guaranties contained in Article 24;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms, conditions, covenants and undertakings contained in this Lease, the Landlord and the Tenant mutually agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions. For all purposes of this Lease, the following terms shall have the meanings specified in this Section.

"Adjusted Gross Revenues" means, as determined in accordance with the then current and generally accepted accounting principles applied by the Tenant in a consistent manner, all revenues and other items of value accruing to or on behalf of the Tenant or any other licensee, concessionaire or other person authorized by the Tenant during a calendar year arising out of or relating to: (i) Professional Baseball Games, (ii) the Tenant's souvenir store, and (iii) broadcasting revenues arising out of Professional Baseball Games. There shall be deducted from Adjusted Gross Revenues any and all state, city and county taxes payable by Tenant in connection with the sale of tickets, concessions, products or services. The calculation and accrual of Adjusted Gross Revenues shall be the same regardless of whether Adjusted Gross Revenues accrue by direct sales by the Tenant or are on account of or pursuant to any license, concession or other agreement or authorization by the Tenant to provide or grant to another person the right to sell Concessions or any other products or services on the Premises. Adjusted Gross Revenues shall include, by way of illustration but not limitation: admissions, ticket sales, Concessions, scoreboard revenues, advertising on-site or in publications or materials distributed on the Premises, signage, on-site promotions, proceeds of business interruption insurance (if any), and the value of goods, services (other than advertising time or space) or other value negotiated as a barter or trade in exchange for a right to receive or use complimentary or promotional tickets. Adjusted Gross Revenues shall not include: (i) state, city and county taxes or fees payable by the Tenant in connection with the sale of tickets, Concessions, products or services; (ii) any ticket or parking revenue rent collected by the Tenant on behalf of the Landlord (if any); (iii) revenues received by the Tenant as royalties for the licensing of the Tenant's insignia to persons selling goods containing the Tenant's insignia; (iv) revenues received by the Tenant from any mail order business (v) revenues received by the Tenant retail outlets not located on the Premises, other than the sale of tickets to Professional Baseball Games at the Ballpark; (vi) the value of a reasonable number of complimentary or promotional tickets, unless the Tenant receives goods, services or other items of value (other than advertising time or space); (vii) the value of any tickets or skybox rentals as provided in Section 4.4 and (viii) any revenues received by Tenant from Naming Rights.

"Architect" means an architect selected by Tenant and approved by the Landlord and any successor or alternate architect of the Ballpark.

"Authorized Tenant Representative" means the person at the time designated to act on behalf of the Tenant by written certificate furnished to the Landlord and the Trustee, containing the specimen signature of such person and signed on behalf of the Tenant by any of its Vice Presidents.

"Ballpark" means the facility and related improvements primarily designed for baseball and suitable for other athletic, cultural and recreational activities.

"Baseball Season" means March 1 through the date each year when the Tenant has finished playing Tenant Home Games including any playoff games thereof.

"Broadcasting" means the broadcasting by commercial television, cable television, radio or otherwise of any Professional Baseball Game.

"Completion Date" means the date on which completion of the construction, installation, furnishing and equipping of the Ballpark occurs, as evidenced by a certificate of substantial completion issued by the Architect in accordance with Section 3.8 hereof.

"Concessions" means beer, wine coolers, nonalcoholic beverages, confections, peanuts, popcorn, ice cream, tobacco products, hot dogs, hamburgers, and all other food and nonalcoholic beverage items; souvenirs; novelties; programs and publications; promotional materials; items bearing the Tenant's insignia or the insignia of other teams in the National Association or the Major Leagues; and any other similar or incidental items customarily provided to patrons at baseball games in ballparks of the same type as the Ballpark.

"Construction Contract" means Contract Regarding Construction of Minor League Baseball Stadium dated June 24, 1997, between the Landlord and the Tenant.

"Construction Fund" means the Construction Fund established pursuant to Section 5.2 of the Indenture.

"Construction Manager" means the person or firm appointed by the Landlord to act in such capacity under this Lease and designated in writing to the Trustee.

"Construction Period" means the period beginning the date of commencement of the construction of the Project and ending on the Completion Date.

"COPs" means the \$10,295,000 Myrtle Beach Public Facilities Corporation Certificates of Participation, Series 1998 (City of Myrtle Beach Stadium Project).

"Costs of the Project" means those costs and expenses listed in Section 3.3 hereof.

"Event of Default" means one or more events of default as set forth in Article 21.

"*Force Majeure*" means without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of restraints of any kind of the government of the United States of America or of the State of South Carolina or any of their departments, agencies or officials, or any other governmental, civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not within the reasonable control of the Landlord or Tenant but not due to the Landlord's or Tenant's negligence.

"Indenture" means the Trust Agreement dated as of September 1, 1998, among the City, Myrtle Beach Public Facilities Corporation and the Trustee, as the same may from time to time be amended.

"Lease" means this Lease between the Landlord and the Tenant, as may be amended from time to time.

"Lease Termination Date" means the date upon which this Lease terminates pursuant to Section 2.2 hereunder or is otherwise terminated pursuant to the terms herein.

"Letter of Credit" means the Letter of Credit deposited in the Construction Fund by the Tenant pursuant to Section 3.2(b) hereof.

"Major Leagues" means the National League of Professional Baseball Clubs and the American League of Professional Baseball Clubs.

"National Association" means the National Association of Professional Baseball Leagues, Inc.

"Naming Rights" shall have the meaning associated to it in Section 8.1 hereof.

"Other Event" means any and all events and activities held in the Ballpark other than a Professional Baseball Game.

"Permitted Encumbrances" means the liens and encumbrances set forth in Exhibit "B" hereto.

"Plans and Specifications" means the plans and specifications for the construction of the Ballpark as shall be approved by the Construction Manager.

"Premises" means the Ballpark and Real Property.

"Prime Rate" means the commercial lending rate announced from time to time by Citibank, N.A. or its successors as its prime rate.

"Professional Baseball Game" means any Tenant Home Game and any other baseball or softball game or exhibition played in the Ballpark that includes: (i) a team that is a member of the Major Leagues, the National Association or any other professional baseball league; or (ii) one or more players that generally are paid for their services as a baseball or softball player.

"Prohibited Person" means: (i) any person that is in default or in breach of its obligations under any written agreement with the Landlord, unless the default or breach has been waived in writing by the Landlord; or (ii) any person that has been convicted in a criminal proceeding of a felony; (iii) any person that in an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure; or (iv) any person that directly or indirectly controls, is controlled by, or is under common control with any of the foregoing persons. The determination as to whether any person is a Prohibited Person shall be made by the Landlord.

"Prohibited Uses" means football, soccer, circuses, or events which feature the operation of motor vehicles on the baseball playing surface of the Ballpark.

"Project" means the improvements, machinery, equipment, furnishings and fixtures comprising the Ballpark, as provided in the Plans and Specifications.

"Real Property" means that certain real property as described in Exhibit "A" attached to and made a part of this Lease.

"Rent" shall have the meaning set forth in Article 4.1 and shall include any other sums due Landlord from Tenant.

"Risk Manager" means the City Risk Manager.

"Tenant Home Game" means any professional home baseball game played by the Tenant, including exhibition, preseason, regular season, playoff and championship games. The term shall also include the All-Star game of any league in which the Tenant plays as a member, if the Tenant is entitled to have such game played in the Ballpark.

"Term" means the term of this Lease, as set forth in Article 2.

"Trustee" means First Union National Bank, as Trustee under the Indenture.

ARTICLE 2

DEMISE OF PREMISES; TERM

Section 2.1. Demise of Premises. The Landlord leases use of the Premises to the Tenant, and the Tenant leases use of the Premises from the Landlord, to have and to hold for the uses and purposes, upon the terms, conditions, covenants and undertakings, and to the extent set forth in this Lease. Except as herein explicitly leased, the Landlord retains and reserves all rights to, control over, and use of the Premises. The parties acknowledge that as of the date of the execution and delivery of this Lease, Landlord is the lessee of the Premises from Myrtle Beach Farms Company, Inc. ("Myrtle Beach Farms"), the fee owner of the Premises pursuant to the Lease and Escrow Agreement dated as of September 1, 1998 (the "Myrtle Beach Farms Lease"), among Myrtle Beach Farms, the City, the County and Thomas F. Moran, as Escrow Agent; and that the leasehold estate herein granted is a sublease of the Premises until such time as fee title to the Premises is conveyed to the Landlord pursuant to the Myrtle Beach Farms Lease.

Section 2.2. Term. This Lease shall become effective upon execution and delivery by the Landlord and Tenant. The Term shall commence upon the execution and delivery hereof by the parties hereto, and shall continue for twenty years following the Completion Date, plus the amount of time necessary to allow Tenant to complete its then current baseball season (including any playoffs or exhibition games) to the extent that the date ending twenty years after the Completion Date occurs during a Baseball Season (the "Lease Termination Date"); provided, however, if the Landlord has not satisfied all indebtedness or bonds with respect to the Ballpark as of the Lease Termination Date, the Term shall continue until the earlier of (i) ten years after the Lease Termination Date, or (ii) the date coinciding with the end of the Baseball Season after the date upon which such indebtedness is satisfied.

ARTICLE 3

ACQUISITION AND CONSTRUCTION OF THE PROJECT; CONSTRUCTION FUND

Section 3.1. Agreement to Acquire, Construct, Equip and Furnish the Project. Promptly following the issuance and sale of the COPs, the Tenant will commence the acquisition and construction of the Project, all in accordance with the Plans and Specifications, and will proceed with due diligence to complete the acquisition and construction of the Project as promptly as practicable but in any event not later than November 1, 1999.

The Tenant agrees that it will, at all times prior to the Completion Date, maintain or cause the general contractor to maintain in full force and effect Builder's Risk -- Completed Value Form insurance insuring the Project against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State of South Carolina to the full insurable value of the Project. Such policy or policies of insurance shall name the Landlord and the Tenant as insureds, as their respective interests may appear. The Tenant shall cause the general contractor at all times during the construction of the Project to maintain general liability insurance in an amount not less than that required to be maintained by the Tenant under Section 18.1 hereof, and the Tenant shall cause the general contractor to maintain worker's compensation insurance as required by law. Said insurance policy or policies shall contain a provision that such insurance may not be canceled by the issuer thereof without at least thirty (30) days' advance written notice to the Landlord, the Tenant and the Trustee. All such policies or copies thereof or certificates that such insurance is in full force and effect shall be delivered to the Landlord at or prior to delivery of the COPs.

The Tenant covenants to cause the Project to be constructed in accordance with the Plans and Specifications and the Construction Contract and warrants that the construction of the Project in accordance with the Plans and Specifications will result in a facility suitable for use by the Tenant as a minor league baseball stadium, and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Tenant may make changes in or additions to the Plans and Specifications; provided, however, that changes in or additions to the Plans and Specifications which result in an increase in the cost of the acquisition, construction and equipping of the Project of \$10,000 or more shall be subject to the prior written approval of the Construction Manager.

The Tenant shall not permit any mechanics' or materialmen's or other liens to be perfected or remain against the Project for labor or materials furnished in connection with the construction of the Project, provided that it shall not constitute an Event of Default hereunder if such a lien is filed if the Tenant promptly notifies the Landlord in writing of the existence of such lien and if the Tenant in good faith promptly contests such lien. In such event, the Tenant may permit the lien so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the Tenant shall furnish the Landlord with a bond equal to at least twice the amount so contested. If the Tenant is unable or otherwise fails to obtain such a bond, the Tenant shall promptly cause to be satisfied and discharged all such unpaid items by payment thereof, by causing the lien to be transferred from the Project to other security as permitted by State law or by payment of the amount so contested into a reserve held by a third party escrow agent or trustee for the benefit of the Landlord. Such reserve may be used by the escrow agent or trustee at the direction of the Landlord to satisfy the lien if action is taken to enforce the lien and such action is not stayed.

Such reserve will be returned to the Tenant if the lien is successfully contested. In the event the Tenant shall fail to pay any of the foregoing items required by this Section to be paid by the Tenant, the Landlord may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Landlord shall be payable by the Tenant on demand and shall accrue interest from the date of such advance to the date of payment of the rate of eighteen *percentum* (18%) *per annum*.

Section 3.2. Deposits into the Construction Fund.

(a) At the time of delivery of the COPs, the City shall deposit in the Construction Fund the amount provided in Section 5.01 of the Indenture.

(b) At or before the deposit into the Construction Fund made by the City pursuant to subsection (a) of this Section 3.2, the Tenant shall deposit into the Construction Fund a letter of credit in favor of the Trustee in the amount of not less than \$1,500,000.

Section 3.3. Application of Monies in the Construction Fund. The City shall in the Indenture authorize and direct the Trustee to use the monies in the Construction Fund for the following purposes:

(a) payment of (i) the cost of the preparation of Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof), (ii) the cost of acquisition and construction of the Project and all construction, acquisition and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection with the Project (including development, architectural, engineering and supervisory services with respect to any of the foregoing), and (iii) any other costs and expenses relating to the Project;

(b) payment of the purchase price of any building or equipment, including all costs incidental thereto, payment for labor, services, materials and supplies used or furnished in site improvement and in the construction of the Project, including all costs incidental thereto, payment for the construction, acquisition and installation of utility services or other facilities, payment for all real and personal property deemed necessary in connection with the Project and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(c) to such extent as they shall not be paid by a contractor for construction or installation with respect to any part of the Project, payment of the premiums on all insurance required to be taken out and maintained during the Construction Period under this Lease;

(d) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Project;

(e) payment of the fees or out-of-pocket expenses of the Tenant in connection with the acquisition or construction of the Project, if any, including, but not limited to, architectural, engineering and supervisory services with respect to the Project;

(f) payment of the fees or out-of-pocket expenses, if any, of those providing services in connection with the acquisition or construction of the Project, including, but not limited to, architectural, engineering and supervisory services; and

(g) payment to the Tenant of such amounts, if any, as shall be necessary to reimburse the Tenant in full for all advances and payments made by it for any of the items set forth in (a) through (f) above.

All amounts remaining in the Construction Fund on the Completion Date, including amounts available and undrawn on the Letter of Credit, less amounts retained or set aside to meet costs not then due and payable or which are being contested or which are payable to Tenant pursuant to Section 3.7(b) hereof (the "Surplus Construction Fund Money"), shall be applied as required by Section 5.03(c) of the Indenture.

Section 3.4. Disbursements from the Construction Fund.

(a) Disbursements from the Construction Fund shall be made for payment of Costs of the Project as described in Section 3.3 in accordance with the provisions of this Section 3.4.

(b) In order to obtain a disbursement from the Construction Fund for Costs of the Project payable in the form attached hereto as Exhibit "C" and, the Tenant shall file with the Construction Manager a signed requisition in the form attached hereto as Exhibit "C" and the following:

(i) *Construction Funds*

(A) An application for such disbursements in the form of American Institute of Architects Documents G702, Application and Certificate for Payment and American Institute and Form G703, Continuation Sheets, signed by the appropriate contractor and certified by the Architect.

(B) A written statement from the Tenant approving the application and acknowledging its impact on the overall project budget as it relates to their obligations under the Construction Contract.

(ii) *Design and Expense Funds*

(A) An invoice for payment from the Architect and/or Engineer, with appropriate back-up documents on expenses, signed by the Architect and/or Engineer.

(B) A written statement from the Tenant approving the invoice and acknowledging its impact on the overall project budget as it relates to their obligations under the Construction Contract.

(iii) *Other Budget Items (Furniture, Fixtures and Equipment)*

(A) An invoice for payment from the vendor, with appropriate back-up documents.

(B) A written statement from the Tenant approving the invoice and acknowledging its impact on the overall project budget as it relates to their obligations under the Construction Contract.

(c) The execution of each Certificate and Requisition for Payment submitted for a disbursement pursuant to Section 3.4(b) hereof shall constitute the representation, certification, warranty and agreement of the Tenant that:

(i) The Project is free and clear of all liens and encumbrances except Permitted Encumbrances;

(ii) All evidences, statements and other writings required to be furnished under the terms of this Lease are true and omit no material fact, the omission of which may make them misleading;

(iii) All monies previously disbursed have been used solely to pay for Costs of the Project, and the Tenant has written evidence to show such use;

(iv) All bills for labor, materials and fixtures used, or on hand and to be used, in the construction of the Project have been paid and no one is asserting a lien with respect thereto, except Permitted Encumbrances; and

(v) The amount of the disbursement requested therein has been or is to be used to pay Costs of the Project and that none of the items for which payment is requested has formed the basis for any payment previously made from the Construction Fund, and the Trustee shall be entitled to rely thereon and shall be held harmless by the Tenant for all liability in connection therewith.

(d) Upon approval thereof, the Construction Manager shall sign the Certificate and Requisition for Payment and submit it to the Trustee.

(e) Each requisition for disbursement from the Construction Fund delivered pursuant to this Section 3.4 shall state with respect to each item listed therein the extent to which such item:

(i) is to be paid from COPs proceeds (including investment earnings thereon),

(ii) is to be paid from monies drawn under the Letter of Credit, or

(iii) has been paid for or otherwise provided by Tenant and has not been, and will not be, the basis for any payment from the Construction Fund.

With respect to items described in clause (ii) above, the Trustee shall draw under the Letter of Credit such amounts as shall be required for the payment of such items. With respect to items described in clause (iii) above, the Trustee shall direct the issuer of the Letter of Credit to reduce the Letter of Credit in accordance with the terms thereof in an amount equal to the cost or value of such items as set forth in the respective requisitions. Upon the earlier to occur of (x) receipt of the certificate of substantial completion provided for in Section 3.8 hereof, or (y) June 31, 1999, the Trustee shall draw on the Letter of Credit any amounts available thereunder and deposit such amounts in the Construction Fund.

Section 3.5. Obligation of the Parties to Cooperate in Furnishing Documents; Trustee Reliance. The Landlord agrees to cooperate with the Tenant in furnishing to the Trustee the documents referred to in Section 3.4 hereof that are required to effect disbursements out of the Construction Fund. In making any such disbursements from the Construction Fund, the Trustee may rely on any such documents delivered to it pursuant to this Section.

Section 3.6. Tenant Required to Pay Acquisition and Construction Costs in Event Construction Fund Insufficient. In the event the monies in the Construction Fund available for payment of the Costs of the Project shall not be sufficient to pay the costs thereof in full, the Tenant agrees to complete the acquisition and construction of the Project and to pay all that portion of the Costs of the Project as may be in excess of the monies available therefor in the Construction Fund except to the extent that any deficiency therein is the result of Landlord's failure to make any payment pursuant to Section III G. of the Construction Contract. The Landlord does not make any warranty, either express or implied, that the monies which will be paid into the Construction Fund and which, under the provisions of this Lease, will be available for payment of the Costs of the Project, will be sufficient to pay all the costs which will be incurred in the acquisition and construction of the Project. The Tenant agrees that if the Tenant shall pay any portion of the Costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the Landlord or from the Trustee, nor shall it be entitled to any diminution of any amounts payable under this Lease. The obligation of the Tenant to complete the construction of the Project shall survive any termination of this Lease.

Section 3.7. Enforcement of Remedies Against Contractors and Subcontractors and Against Manufacturers. (a) The Tenant and Landlord covenant that they will cooperate in taking such actions and instituting such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by the Tenant in connection with the performance of its obligations under this Section to be considered part of the Costs of the Project. Any amounts recovered by way of penalties or damages, whether liquidated or actual, refunds, adjustments or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be deposited in the Construction Fund, accompanied by written explanation to the Trustee as to the reason for such deposit, and, if recovered on or after the Completion Date, shall be applied as required by Section 5.03(c) of the Indenture.

(b) Notwithstanding the provisions of subsection 3.7(a) above, in the event any recovery described in such subsection 3.7(a) shall relate to any work, materials, equipment or other matters with respect to which the Tenant has provided funds pursuant to Section III G. of the Construction Contract, the amount of such recovery shall, to the extent available in the Construction Fund, be paid over to the Tenant on the Completion Date or after the Completion Date if thereafter received upon written direction of the Tenant and Landlord.

(c) The Tenant and Landlord covenant that they will cooperate in taking such actions and instituting such proceedings as shall be necessary to cause and require any manufacturers of equipment and any dealer from whom the Tenant is purchasing equipment to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase and installation contracts, including, without limitation, the correction of any defective parts or workmanship, with all expenses incurred by the Tenant in connection with

the performance of its obligations under this Section to be considered part of the Costs of the Project. The Landlord agrees that the Tenant may, from time to time, take such action as may be necessary or advisable, as may be determined by the Tenant, to insure the conformity of the equipment to the specifications therefor, with all costs and expenses incurred by the Tenant in connection therewith to be considered as part of the Costs of the Project.

(d) The parties agree that, prior to the Completion Date, primary responsibility for taking action under this Section 3.7 shall be Tenant's and, after the Completion Date, Landlord's.

Section 3.8. Establishment of Completion Date; Conveyance of the Project.

(a) The Completion Date shall be evidenced to the Landlord and the Trustee by a certificate of substantial completion of the acquisition and construction of the Project listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Tenant Representative and approved by the Architect and the Construction Manager stating that, except for such items to be completed or corrected, (i) construction of the Project has been completed substantially in accordance with the Plans and Specifications and all labor, services, materials and supplies used in such construction have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition and construction of the Project have been constructed, acquired and installed substantially in accordance with the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid or provided for, (iii) according to the "as built" survey of the Premises or a certificate of the surveyor providing such survey, the Project does not encroach on any other property or violate any setback or sideline requirements applicable to the Premises, and (iv) a certificate of occupancy for the Project has been issued by the appropriate local governmental authorities. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Architect shall certify the matters covered by (i) and (ii) above. The Tenant shall cause the certificate contemplated by this Section to be furnished as soon as the acquisition and construction of the Project shall have been completed.

(b) Upon delivery of the certificate of substantial completion provided for in subsection (a) of this Section 3.8, the Tenant shall convey the Project to the Landlord, by such deeds, bills of sale and other instruments as Landlord may reasonably request, subject to no liens or encumbrances other than Permitted Encumbrances. Tenant shall also assign and/or otherwise convey to Landlord all of Tenant's rights, warranties, causes of action or other claims Tenant may have against or with respect to any parties relating to the design or construction of the Project or any materials, machinery, equipment or other items included therein.

ARTICLE 4

RENT

Section 4.1. Rent. The Tenant shall pay to the Landlord Rent computed as follows: A sum equal to four percent (4%) of Adjusted Gross Revenues in excess of Three Million Two Hundred Fifty Thousand (\$3,250,000) Dollars. Rent shall be paid in annual installments, in arrears, by December 31 of each year. The final installment of Rent shall be due and payable thirty (30) days following the expiration or termination of this Lease. Rent due from the Tenant, if not received within 10 days of the due date, shall accrue interest from the due date until paid at a late charge rate equal to the Prime Rate plus five percent (5%) per year. Provided, however, that notwithstanding anything contained to the contrary, that Tenant shall not be required or allowed to pay to Landlord any Rent or monies the receipt of which will, by themselves or when taken together with other payments made with respect to the Premises, result in the any indebtedness or bonds issued by Landlord with respect to the Premises to convert into private activity bonds as that term is defined in the Internal Revenue Code of 1986 (as it may be amended from time to time).

Section 4.2. Accrual of Adjusted Gross Revenues. Monies derived from revenue streams which constitute Adjusted Gross Revenues shall be deemed to have been received by the Tenant as Adjusted Gross Revenues during the calendar month of collection by Tenant.

Section 4.3. Parking Revenues. Tenant maintains the right to use its sole discretion to determine whether there will be any charges for parking and in what amount. To the extent that Tenant permits parking charges, Landlord shall be responsible for the administration and collection of such charges, provided that Landlord shall reasonably cooperate with Tenant to administer such charges in a manner that is least intrusive as possible. To the extent that Tenant permits Landlord to charge for parking, Landlord shall retain any such revenues and shall pay for any and all expenses related to operations and activities associated with generating such parking revenue (e.g., parking attendants, security, and the like).

Section 4.4. Complimentary Tickets and Skybox Use. The Landlord acknowledges that Tenant has represented that Tenant intends to use tickets and use of the day-of-game rental Skybox for promotional and marketing purposes. Any such use shall be reasonable in amount. As long as such use is reasonable, Landlord shall not be required to include the value of any such items in any Adjusted Gross Revenues calculations.

Section 4.5. Landlord Tickets and Skybox Use. The Landlord shall be entitled to a reasonable number of tickets per game (e.g. ten each to City and County), subject to availability. In addition, if one Skybox remains available as a day-of-game rental Skybox, both the County and the City shall have the right to use the Skybox one game per season without payment of the rental fee, subject to availability. The County and City shall use the tickets and Skybox for tourism related or promotional purposes only and not for resale.

ARTICLE 5

UTILITIES

Section 5.1. Utility Charges. The Tenant shall pay for all utilities, including water, sewer, electricity, gas and telephone. Landlord shall reimburse Tenant for any actual utility costs incurred by Tenant as a result of any use by Landlord of the Facility. Landlord and Tenant shall negotiate prior to each calendar year a rate schedule designed to compensate Tenant for any such use and uses for Other Events taking into consideration the type and length of each such use or event.

Section 5.2. Energy Efficiency and Water Conservation Program. The Tenant shall develop and follow a resource conservation program to manage and use all Ballpark utilities in an energy efficient and water-conserving manner. The Tenant and the Landlord shall renew and update this program on a periodic basis, not less frequently than biannually.

ARTICLE 6

USE OF PREMISES BY TENANT

Section 6.1. Baseball Games. The Tenant shall have the obligation and exclusive right to exhibit, promote and stage Professional Baseball Games in the Ballpark during the Term. All Tenant Home Games shall be played in the Ballpark during the Baseball Season. Absent cancellations due to events beyond Tenant's control, Tenant shall play at least 70 games at the Ballpark each year. On or before February 1 of each year, the Tenant shall notify the Landlord of the scheduled dates and times for all Tenant Home Games to be played at the Ballpark during the upcoming Baseball Season, and all Tenant Home Games shall have scheduling priority over Other Events. The Tenant may change any of the scheduled dates and times for Professional Baseball Games to any other dates and times during the Baseball Season which do not conflict with any Other Event previously scheduled for the Ballpark. The Tenant shall provide the Landlord with prior notice of such change. The Tenant shall play all Tenant Home Games at the Ballpark unless the Landlord in its sole discretion approves an alternate location.

Section 6.2. Level of Play. If the Tenant shall lose or relinquish its baseball franchise, league affiliation, or player development contract, the Tenant shall continue to be obligated to field a team at the Ballpark for Tenant Home Games. The number of Tenant Home Games, the level of play of the Tenant and the opposing teams, and the league or other affiliation of teams of which the Tenant is a member, shall all be of an equal or higher number and an equivalent or higher quality than that existing prior to such loss or relinquishment by the Tenant.

Section 6.3. Ticket Sales. The Tenant shall be responsible for the printing, sale and collection of all tickets for admission to Professional Baseball Games. The Tenant shall have the exclusive right to set the Tenant's ticket prices for admission to Professional Baseball Games. The Tenant may provide for a reasonable number of complimentary admissions to Professional Baseball Games.

Section 6.4. Practices. The Tenant shall have the right to use the Ballpark during the Baseball Season for practices and other activities related to and a part of the Tenant's baseball operations. The Tenant shall provide the Landlord with prior notice of any such use. This right may be exercised at any time during the Baseball Season which does not conflict with any Other Event previously scheduled for the Ballpark.

Section 6.5. Clubhouses and Press Box. The home team clubhouse, shall be under the exclusive control of the Tenant at all times during the Baseball Season; provided, however, the Tenant shall make the home team clubhouse available for any Other Event, if the visiting team clubhouse is not sufficient for such Other Event. The Landlord shall provide the Tenant with not less than three (3) days' prior oral notice of any such use. The visiting team clubhouse and the press box, shall be under the exclusive control of the Tenant during Professional Baseball Games. The Tenant shall be responsible for resolving complaints arising from, access to the press box during Professional Baseball Games.

Section 6.6. Office, Team Storage Areas, Concessions Areas, Skyboxes, and Tenant Souvenir Store. The Tenant shall have the right to exclusive use of the Tenant administrative

offices, Team storage areas, Concessions Areas, Skyboxes, and the Tenant souvenir store, on a year-round basis.

Section 6.7. Parking. Tenant shall have the right to designate and use for no charge a reasonable number of parking spaces in the locations of its choice for its use for its employees, skybox tenants, media and for baseball personnel (e.g. umpires, trainers, players, coaches, staff, etc.) for Baseball Games as well as Other Events that Tenant is involved. In addition, Tenant shall have use of an additional 20 spaces immediately adjacent to the Ballpark on a year-round basis for its employees and visitors during business hours.

Section 6.8. Non-Baseball Events. The Tenant shall have neither the right nor the obligation to exhibit, promote or stage Other Events in the Ballpark. Any revenues generated by Other Events are not included in Adjusted Gross Revenues for the purpose of this Lease. The terms and conditions, including rent and the allocation of revenues, for use of the Ballpark by the Tenant for any Other Event shall be subject to good faith negotiation on a case-by-case basis between the Landlord and the Tenant, and shall be comparable to terms accorded by the Landlord to other private, for-profit persons for use of the Ballpark. Neither the Landlord nor the Tenant shall have any liability to each other for failure to reach an agreement on use of the Ballpark by the Tenant for any Other Event and the terms and conditions of any such use.

Section 6.9. Solid Waste Reduction Program. The Tenant shall develop and follow a solid waste reduction program to reduce the volume of solid waste generated from the Tenant's use and occupancy of the Premises including, but not limited to, Concessions and Tenant administrative offices. This program shall include, but is not limited to, recycling. The Tenant and the Landlord shall review and update this program on a periodic basis, not less frequently than biannually.

Section 6.10. Prohibited Uses. The Tenant shall neither engage in nor schedule any Prohibited Uses without the prior written approval of the Landlord. The Tenant shall make no use of the Ballpark other than as expressly authorized by this Lease.

ARTICLE 7

USE OF PREMISES BY LANDLORD

Section 7.1. Use of Premises by Landlord. Except as expressly limited by Articles 6 and 10, and Sections 7.2 or 7.3, the Landlord reserves and retains the right to use and occupy, and authorize the use and occupancy of, the Premises for any purpose and to schedule any Other Event of any nature or kind, including but not limited to concerts, festivals, carnivals, plays, operas, variety shows, cultural or arts events, exhibitions, recreational use, public meetings, rallies, baseball use other than Professional Baseball Games, other sporting events and use, group events, exhibitions, picnics, public service use, and other for-profit or nonprofit events or use. Any such use or occupancy shall not conflict with previously scheduled Professional Baseball Games. The Landlord shall schedule no Prohibited Uses without the prior written approval of the Tenant, which shall not be unreasonably withheld. The Landlord shall retain all revenues from any use or occupancy of, or any Other Event on, the Premises pursuant to this Article.

Section 7.2. Restrictions on Landlord Use During Baseball Season. Due to the extensive use of the playing field for Professional Baseball Games during the Baseball Season, the field requires days of rest and days for repair and maintenance to occur to maintain a Ballpark field of excellent quality. Therefore: (a) the Landlord shall not permit any person to play, stage or hold any Other Event at the Ballpark on the day of a Tenant Home Game without the prior written consent of the Tenant, which shall not be unreasonably withheld; (b) the Landlord shall not permit any person to play, stage or hold any Other Event on the playing field of the Ballpark on the day immediately before or after the date of any Tenant Home Game without the prior written approval of the Tenant, which shall not be unreasonably withheld; and (c) the Landlord and the Tenant shall cooperate in scheduling eight (8) maintenance days per month during the Baseball Season. The day immediately before and after each Tenant Home Game shall count as maintenance days. The purpose of maintenance days is to provide adequate time and opportunity for maintenance of the playing field as a first-class, professional baseball field as provided in Section 15.1. At the same time, it is the desire of the Landlord and the Tenant that the Ballpark, including the playing field, be available for any Other Event to the fullest extent possible. Accordingly, the Landlord, after consultation with the Tenant and subject to the Tenant's right of approval under the circumstances provided in (a) and (b) of this Section, shall be entitled to allow any Other Event to be scheduled, played, staged or held on a maintenance day if the Other Event is not inconsistent with the Tenant's field maintenance requirements as provided in Section 15.1.

Section 7.3. Restrictions on Landlord Use During Off-Season. The Landlord and the Tenant anticipate that the playing field will require an annual winter maintenance program by the Tenant during the period between each Baseball Season. The Landlord and the Tenant shall cooperate with each other in scheduling use of the playing field for the winter maintenance program as necessary during such period. The Landlord shall be entitled to allow any Other Event to be scheduled, played, staged or held on the playing field during such period if the Other Event is not inconsistent with the Tenant's winter maintenance program.

Section 7.4. Other Landlord Facilities. To the extent permitted by applicable law, the Landlord agrees that during the Term, the Landlord shall not lease any other facilities owned or controlled by the Landlord to a professional baseball team. The Landlord makes no covenant, warranty or representation as to whether applicable law permits such agreement.

ARTICLE 8

NAMING RIGHTS

Section 8.1. Name of Ballpark. During the Term of the Lease, the Tenant shall be responsible for naming the Ballpark and the facilities to be built or located in the Ballpark or on the Premises (the "Naming Rights"). The Naming Rights shall include the right to sell to a third party the right to affix its name to the Ballpark, and Landlord shall abide by any such name. The Tenant shall retain any revenues generated by selling the Naming Rights and any such revenue shall not be included in Adjusted Gross Revenues. The Tenant shall be entitled to change any names previously given. The Tenant shall have the right to provide to the entity that purchases the Naming Rights exclusivity in that entity's primary business (i.e., services or goods), and Landlord shall abide by that exclusive relationship for Other Events; provided, however, that any such exclusivity shall not apply to any events to be held at the Ballpark that feature a national touring group, performers, or team that is sponsored by a competitor of the entity that purchases the naming rights.

ARTICLE 9

BROADCASTING

Section 9.1. Broadcasting. The Tenant shall have the exclusive right to Broadcasting of Professional Baseball Games. The Tenant shall exercise such right at the times and in the manner the Tenant considers appropriate.

ARTICLE 10

CONCESSIONS

Section 10.1. Concessions by Tenant at Professional Baseball Games. The Tenant shall have the obligation and the exclusive right to operate and sell Concessions at all Professional Baseball Games. Tenant shall have freedom to choose its own vendors and to grant exclusive vendor rights.

Section 10.2. Year-Round Concessions Rights. The Tenant shall be entitled, at the sole expense of the Tenant, to operate a souvenir store and sell Concessions at the Ballpark during standard commercial business hours on a year round basis.

Section 10.3. Concessions Equipment. Except for certain permanent fixtures and structures which are part of the physical structure of the Ballpark, the Tenant shall be responsible for and bear the sole expense of installation, maintenance, repair and replacement of all furnishings, fixtures and equipment used to operate and sell Concessions. On or before the Completion Date and following the installation of all such equipment, machinery, fixtures and facilities, the Landlord and the Tenant shall inspect and prepare an inventory list of all such items provided by the Tenant. The Landlord and the Tenant shall update the inventory list following installation by the Tenant of any such items thereafter during the Term. All such items shall become the property of the Landlord upon completion of the Ballpark, but only tenant or Tenant's concessionaire shall be entitled to use the furnishings, fixtures and equipment or the concession spaces.

Section 10.4. Engagement of Sub-concessionaire. The Tenant shall be entitled to engage one or more qualified and reputable sub-concessionaires to assist the Tenant in providing Concessions. If the Tenant engages any such sub-concessionaires, the Tenant shall be and remain fully responsible to the Landlord for the operation and provision of Concessions to the same extent as if the Tenant provided Concessions directly without the use of the sub-concessionaire.

Section 10.5. Concessions Requirements and Performance Standards.

(a) The Tenant shall order, maintain and furnish Concessions so as to provide adequate, efficient and first-class levels of service to persons attending Tenant Home Games, Professional Baseball Games and Other Events at which the Tenant is providing Concessions.

(b) The Tenant shall apply for and take any necessary steps to procure and maintain all licenses and permits required for the Tenant's operation and sale of Concessions. Without limiting the generality of the foregoing, the Tenant shall obtain a permit from the Department of Health and Environmental Control for all areas of the Ballpark subject to inspection by such department in connection with the provision of Concessions by the Tenant. The Tenant shall thereafter use best efforts to maintain at all times a reasonable sanitation rating for all such areas.

(c) The Tenant shall operate and maintain all Concessions areas (including the commissary), equipment, machinery, fixtures and facilities in a neat, clean, sanitary and safe condition. Without limiting the generality of the foregoing, by no later than noon

of the day following the date of each Tenant Home Game, the Tenant shall collect and deposit all trash and debris from such areas in designated garbage disposal dumpsters, bins and receptacles provided by the Landlord, other than materials to be recycled pursuant to Section 6.9.

(d) The Tenant shall provide fresh, sanitary and wholesome food and beverages meeting an excellent standard of quality and purity.

(e) The Tenant agrees to sell all beverages in paper or plastic cups and to not give any bottles to purchasers of beverages. In the Skyboxes, Tenant may sell beverages in bottles if the Tenant takes sufficient security measures to assure that patrons do not remove any such bottles from the Skyboxes to any other portions of the Ballpark.

(f) To the extent practicable, the Tenant shall use biodegradable containers and minimize the amount of packaging in the Tenant's furnishing of Concessions.

(g) The Tenant shall prepare and submit to the Landlord a Concessions price list and food and beverage menu on request of the Landlord. The Tenant shall maintain competitive pricing for all Concessions.

(h) The Tenant shall properly, promptly and courteously process and endeavor to resolve all claims, problems and complaints arising from the provisions of Concessions.

Section 10.6. Prohibition Against Bringing Food and Beverages Into Ballpark. The Landlord shall post a notice at each entrance to the Ballpark prohibiting any person from bringing food or beverages into the Ballpark at any time. The Tenant and the Landlord shall work cooperatively with each other to develop and implement necessary and appropriate procedures to enforce such prohibition.

ARTICLE 11

EXPENSES RELATING TO OTHER EVENTS

Section 11.1. Other Events. Tenant shall have no responsibility for paying any costs associated with the staging or promotion of Other Events. To the extent that Tenant incurs any costs related to any Other Events, Landlord shall reimburse Tenant as follows:

(a) Utility Charges - 100% of Tenant Cost. Landlord and Tenant shall negotiate a rate schedule at the beginning of each calendar year that shall reflect charge-backs on an hourly basis for each type of Other Event based upon actual usage.

(b) Clean-Up - 125% of Tenant Cost. Subject to section 11.1(d), these charges shall include a fair allocation for any supervisory personnel, overtime that must be paid either for the Other Event or as a result of the Other Event (e.g. if the nonbaseball event causes a particular employee's Baseball Game hours to be recharacterized as overtime hours), FICA, taxes, profit sharing, and benefits.

(c) Event Operations (security, ticket selling, ticket taking, ushers, etc., but not concessions) - 125% of Tenant Cost. Subject to section 11.1(d), these charges shall include a fair allocation for any supervisory personnel, overtime that must be paid either for the Other Event or as a result of the Other Event (e.g. if the nonbaseball event causes a particular employee's Baseball Game hours to be recharacterized as overtime hours), FICA, taxes, profit sharing, benefits. Landlord also shall pay for any liability insurance Tenant purchases for Other Events, or for any premium increase of Tenant's general liability insurance for such policy to cover the Other Events.

(d) If Tenant contracts with an independent contractor for operational responsibilities for Baseball Games, then for all Other Events Landlord may contract directly with the contractor for any portion of the operational responsibilities, in which case Tenant shall play no role in those areas of responsibility and shall receive no compensation.

(e) Concessions - Landlord shall have exclusive concessions rights for all events other than Professional Baseball Games and Other Events staged by or operated by Tenant. However, only Tenant or Tenant's sub-concessionaire shall have the right to use the concessions spaces, concessions equipment, or any concessions facilities for Other Events. Landlord shall have the option of (i) requiring Tenant or Tenant's sub-concessionaire, as the case may be, to operate the concessions stands for any Other Event that reasonably can be expected to draw at least 500 persons, or (ii) providing concessions for that Other event out of spaces other than the ballpark concessions spaces and without using any of Tenant's concessions equipment or facilities. If Landlord decides to use Tenant or Tenant's sub-concessionaire, Landlord shall receive the net percentage allocated for the rights holder for Other Events in the concessions agreement. NOTE

(f) Souvenirs - Any role Tenant plays in sales of souvenirs for Other Events shall be subject to negotiation on event-by-event basis.

In addition to the foregoing, Landlord shall be liable for any extraordinary costs such as damage to field, damage to Premises, and the restoration of the Premises to the condition that existed prior to the Other Event.

ARTICLE 12

ADVERTISING AND SCOREBOARD

Section 12.1. Advertising by Tenant. For all Professional Baseball Games, the Tenant shall have the exclusive right to sell and display all advertising in the Ballpark. The method of erection of advertising signs and devices within the Ballpark shall be with the prior consent of the Landlord. The Tenant shall also have the exclusive right to sell all program and publication advertising as to operations of the Tenant. The Tenant shall bear all expenses associated with advertising sold and displayed by or on behalf of the Tenant including, without limitation, the cost of erection, maintenance, repair and replacement of all advertising signs and devices. All advertising sold or displayed by or on behalf of the Tenant shall be in good taste and consistent with the overall goals of the Landlord and the Tenant to provide wholesome family entertainment through Professional Baseball Games and Other Events at the Ballpark.

Section 12.2. Reservation of Rights by Landlord. At all times other than during Professional Baseball Games, the Landlord reserves the right to sell and display advertising on the Premises. However, the Landlord acknowledges that much, if not all, of the signs erected by Tenant for Professional baseball Games shall be of a nature that removing the signage for other events is not practical or is unduly burdensome. Therefore, any such signage shall remain erected for Other Events.

Section 12.3. Scoreboard. The Tenant shall, at Tenant expense, install, maintain, repair, and replace as necessary, one or more electronic scoreboards acceptable to the Landlord. The Tenant shall have the exclusive right to sell and retain the revenues from advertising on the scoreboard(s) during the Professional Baseball Game, except that scoreboard revenues shall be included within Adjusted Gross Revenues in calculating the amount of Rent to be paid by the Tenant. The Tenant shall operate the scoreboard(s) for all Professional Baseball Games. The Landlord shall be entitled to use and operate the scoreboard(s) for any Other Event. The Landlord shall use trained scoreboard operators. During normal business hours and at mutually agreeable times, the Tenant shall provide training, at no cost to the Landlord, to the person(s) using and operating the scoreboard(s) on behalf of the Landlord. (Landlord is entitled to receive advertising revenues from the scoreboard at Other Events.) The Landlord shall be responsible for any damage to the scoreboard(s), the scoreboard controls and the scoreboard programming caused by such Landlord use and operation.

Section 12.4. Ballpark Sign. Tenant shall be entitled to erect adjacent to the public thoroughfare a marquee-type sign that shall comply with the City's sign ordinance.

ARTICLE 13

SUFFICIENT TENANT PERSONNEL

Section 13.1. Sufficient Tenant Personnel. At all times during the Term, the Tenant shall furnish, employ, engage, retain, train, compensate and manage, at Tenant expense, sufficient personnel and other persons to perform all duties, obligations and functions of the Tenant pursuant to this Lease. Without limiting the generality of the foregoing, the Tenant shall provide qualified public address announcers, scoreboard operators, ticket sellers and takers, concessions personnel, ushers, umpires, first aid personnel, and other personnel and persons appropriate for the proper and safe use of the Premises for Professional Baseball Games.

ARTICLE 14

SECURITY

Section 14.1. Tenant Responsibility. For all Professional Baseball Games, and Other Tenant activities at the Ballpark permitted by this Lease, the Tenant shall, at Tenant expense, provide such security personnel and traffic control both on the Premises (including the parking areas adjacent to the Ballpark) and inside the Ballpark as are necessary to maintain order and protect the Premises and the safety of players, officials, spectators and customers. The Landlord may supplement such personnel with Landlord law enforcement officers, in the sole discretion and at the sole expense of the Landlord. At all times during the Term, the Tenant shall be responsible for security in the Tenant administrative offices, Tenant souvenir store, Concessions areas, Skyboxes, Tenant storage areas, and any portions of the Premises exclusively occupied by the Tenant. The Tenant shall be responsible for security in the home team clubhouse at all times during the Baseball Season other than when the Tenant has made the home team clubhouse available for an Other Event pursuant to Section 6.5.

Section 14.2. Landlord Responsibility. For all Professional Baseball Games and Other Events, the Landlord shall be responsible for security and traffic control outside of the Premises. The Tenant may supplement Landlord security and traffic control personnel with properly trained Tenant security traffic control personnel at Tenant expense and with the prior written consent of the Landlord. At times other than Professional Baseball Games, the Landlord shall be responsible for security in the Ballpark except as otherwise provided in Section 14.1.

ARTICLE 15

REPAIRS AND MAINTENANCE

Section 15.1. By Tenant. In addition to the other duties and responsibilities of the Tenant under this Lease, the Tenant shall, at Tenant's expense:

(a) Keep, maintain, and prepare the playing field in a good, first-class condition suitable for Professional Baseball Games. The Tenant shall provide such field maintenance equipment (including a tarp) and grounds keeping and other field maintenance services as are appropriate to maintain a quality playing surface for Professional baseball Games. Subject to Section 15.2(d), the Tenant shall perform and pay all costs of field restoration required as a result of damage to the playing field caused by, during, and in connection with any Professional Baseball Games or Other Event staged by the Tenant.

(b) Keep and maintain in good repair and condition the sprinkler heads of the irrigation system.

(c) Keep and maintain in good repair and condition the hitting screen, batting cage and all other on-field baseball equipment such as foul ball screens.

(d) Provide or cause to be provided all furnishings, fixtures and equipment for the Tenant administrative office areas, Tenant souvenir store, concession stands, Team storage areas, skyboxes, and any portion of the Premises exclusively occupied by Tenant.

(e) Except as made necessary by Other Events, provide for janitorial and housekeeping services and supplies, and collection of trash and debris, as necessary to keep and maintain the Ballpark and the Premises in a neat, clean, sanitary and safe condition. The Tenant shall provide for collection of trash and debris from the Ballpark and the Premises following each Tenant Home Game and its removal from the Premises.

(f) Clean and re-aim the lighting fixtures in the lighting towers annually, or more often if necessary.

(g) Perform routine maintenance such as cleaning of the HVAC system.

(h) Maintain the sound system and the scoreboard system.

(i) Paint or stain, as the case may be, the interior walls of the administrative offices, of the Ballpark souvenir store, of the concessions areas, of the Skyboxes, and of any other area of the Ballpark exclusively occupied by Tenant. Tenant shall not modify the color or colors of any paint or stain that it intends to use without Landlord's written consent, which consent shall not be unreasonably withheld.

(j) Repair or replace as necessary any furniture installed in the Ballpark including any stadium seats.

(k) Clean and maintain the concessions areas after all events for which the concessions areas are used.

(l) Repair or replace as necessary all field wall pads and the outfield fence.

(m) Perform and pay for all costs of repairs and replacements to the Premises, including but not limited to the furnishings, fixtures and equipment contained or located on or in the Premises, arising out of or in connection with the acts or omissions of the Tenant, the home and visiting teams at Professional Baseball Games, umpires, players, employees, agents, concessionaires and licensees of the Tenant.

Section 15.2. By Landlord. In addition to the other duties and responsibilities of the Landlord under this Lease, the Landlord shall, at Landlord expense, be responsible for the following:

(a) Subject to Section 11, provide for janitorial and housekeeping services and supplies, and collection of trash and debris for Other Events, as necessary to keep and maintain the Ballpark and the Premises in a neat, clean, sanitary and safe condition. If any such Other Event occurs the day before the date of a Tenant Home Game, Landlord shall provide for collection of trash and debris from the Ballpark and the Premises by no later than noon of the day following the date of the Other Event.

(b) Repair and maintain the physical structure of the Ballpark and the Premises, and repair and maintain the operating systems of the Ballpark except as provided in Section 15.1. By way of illustration but not limitation, Landlord shall be responsible for maintaining and repairing the electrical, plumbing, fire protection, and HVAC systems. For the purposes of this paragraph, the physical structure shall include but shall not be limited to the roof, concrete slab, concrete walls, the materials that form the parking areas, the roof of the Ballpark or of any other buildings, caulking, seals, and joints, lavatories and their fixtures, and ceilings. Landlord shall be responsible for any damage caused by flooding or leaking.

(c) Maintain the lighting towers and fixtures in accordance with the performance specifications.

(d) ~~Repair and maintain the playing field drainage system and the playing field irrigation system, except as provided in Section 15.1(b).~~ Landlord also shall be responsible for any damage caused to the playing field surface, the drainage system, or the irrigation system caused by changes in subterranean conditions or by the Landlord's use. If a quality playing field may no longer be maintained despite appropriate and regular field maintenance practices by the Tenant pursuant to Section 15.1(a), then the Landlord shall be responsible for field restoration.

(e) Paint or stain, as necessary, the Ballpark or portions of the Ballpark in order to restore the appearance of the Ballpark. Landlord shall not modify the color or colors of any paint or stain that it intends to use without Tenant's written consent, which consent shall not be unreasonably withheld.

(f) Make any repairs made necessary by an event of casualty not caused by Tenant or any repairs to furniture, fixtures, or equipment that is under warranty.

(g) Repair and replace, as necessary, any portion of the Ballpark, its furniture, fixtures, or equipment that is damaged or destroyed by Landlord or any other third party who uses the Ballpark through Landlord.

Section 15.3. Specific Items. Attached hereto as Exhibit "D" is a list of specific items relating to repair and maintenance of the Ballpark. This Exhibit "D" assigns responsibilities for the repair or maintenance of specific items to the Landlord and the Tenant. To the extent that Exhibit "D" is in conflict with any other section of this Lease, Exhibit "D" shall control.

Section 15.4. Self-Help. In the event the Landlord or the Tenant, as applicable, fails to maintain or repair all or any of the portions of the Ballpark or furnishings, fixtures and equipment in or on the Ballpark as otherwise required by this Lease, the other party shall be entitled, in the discretion of such party, to undertake such maintenance or repairs and be reimbursed by the responsible party in an amount equal to the reasonable costs incurred, including out-of-pocket and labor costs, if any. The right of self-help of the Landlord or the Tenant, as applicable, as to the collection of trash and debris shall be exercisable immediately upon the failure of the responsible party to collect such trash and debris in a timely manner as provided in this Lease. The right of self-help of the Landlord or the Tenant, as applicable, as to any maintenance or repairs shall be contingent upon the failure of the responsible party to complete the maintenance or repairs within ten (10) business days after receiving written notice from the other party of the existence of the condition requiring maintenance or repairs and of the intention of the other party to exercise the right of self-help, unless the maintenance or repairs are of a nature that ten (10) business days are not sufficient time in which to reasonably complete the maintenance or repairs. If ten (10) business days are not sufficient time, the party seeking to exercise the right of self-help may nonetheless undertake such action unless the responsible party initiates maintenance or repair efforts within the ten (10) business day period and thereafter diligently carries out to completion the required maintenance or repairs. Notwithstanding anything in this Lease which may be to the contrary, a party determining in the discretion of such party to exercise the self-help provisions of this section shall, upon reimbursement for reasonable costs incurred, be entitled to no other remedy arising from the failure of the Landlord or Tenant, as applicable, to perform the maintenance or repairs required by this Lease.

ARTICLE 16

ALTERATIONS AND IMPROVEMENTS

Section 16.1. By Landlord. The Landlord reserves the right, at Landlord expense, to make alterations and improvements to the Premises after the Completion Date. Alterations and improvements which materially affect the Tenant's use and occupancy of the Ballpark shall be subject to the prior written approval of the Tenant, which shall not be unreasonably withheld. If any such alteration or improvement not agreed to by Tenant increases consumption of electricity, gas, water, or other utilities, Landlord shall pay for any such increased costs.

Section 16.2. By Tenant. The Tenant may make alterations and improvements to the Premises after the Completion Date, subject to the prior written approval of the Landlord and a written agreement between the Landlord and Tenant as to allocation of the expense of such alterations and improvements between the parties and the manner in which the alterations and improvements shall be accomplished. In the absence of such approval and agreement, the Tenant shall make no alterations or improvements to the Premises. All such alterations and improvements shall become the sole property of the Landlord on the termination or expiration of this Lease. Any alterations or improvements made solely or in part at Landlord expense shall be the property of the Landlord.

Section 16.3. National Association Requirements. The Tenant shall provide written notice to the Landlord of any alterations and improvements to the Ballpark required to meet new National Association single "A" standards adopted after the date of this Lease and applicable to teams playing at the same professional baseball classification level as the Tenant and in a ballpark of the same or greater age as the Ballpark. If the Landlord declines to make such alterations and improvements, then the Tenant shall apply to the National Association or Major Leagues, as applicable, using best efforts to obtain a waiver, exemption or variance from such new standards. The Tenant shall inform the Landlord, in writing, of the determination by the National Association or the Major Leagues on the waiver, exemption or variance application. If: (a) the waiver, exemption, or variance application is denied; (b) the Landlord thereafter again determines not to make such alterations and improvements; and (c) the continued use by the Tenant of the Ballpark, without such alterations and improvements, would result in loss of the Tenant's professional baseball franchise or player development contract; then the Tenant shall be entitled to terminate this Lease on six (6) months' prior written notice to the Landlord. After the Tenant provides such notice to the Landlord, the Landlord shall have no right to reinstate this Lease without the written approval of the Tenant, which approval shall be exercised in the sole discretion of the Tenant. If Landlord determines to make the alterations and improvements, Landlord may increase Tenant's rent for the remainder of the Lease in an amount necessary to amortize (at prime rate or Landlord's financing costs, whichever is less) one-half (1/2) of the cost of said improvements and alterations over the remaining Lease term. For the purposes of this Paragraph only, "cost" shall mean only Landlord's actual costs in designing and constructing any necessary improvements.

ARTICLE 17

FINANCIAL REPORTS AND RECORDS

Section 17.1. Annual Statements. As soon as practicable at the end of each calendar year occurring during the Term after the Completion Date and, in any event, by March 1 of each year, the Tenant shall furnish to the Landlord an income statement showing such information as may be reasonably necessary to accurately indicate the computation of "Adjusted Gross Revenues" of the Tenant's operations with respect to the Premises and this Lease. This income statement shall include the amount of each component of Adjusted Gross Revenues and Rent. All such income statements shall be in a form upon which Landlord and Tenant agree and in reasonable detail. The Tenant shall furnish such other financial reports and documentation as may be reasonably required by the Landlord in connection with the computation of the Rent and other sums due from the Tenant under this Lease. All such reports and documentation shall be at the sole expense of the Tenant. Tenant also shall report the number of complimentary tickets Tenant provided throughout the season.

Section 17.2. Maintenance of Books and Records. The Tenant shall at all times keep and maintain at the Ballpark or some other place for safekeeping complete and accurate books and records of the operations of the Tenant and any licensee, concessionaire or other persons engaged by the Tenant with respect to the Premises from which the Landlord may determine the items to be shown or set forth on the statements or other financial information to be delivered to the Landlord pursuant to Section 17.1 or elsewhere in this Lease. The Tenant shall preserve these books and records for a period of at least three (3) years after the end of each applicable period of time.

Section 17.3. Supporting Documentation. The books and records described in Section 17.2 shall include income and sales tax returns and audit trails for complimentary tickets and shall show, among other things, all Adjusted Gross Revenues supported by documents of original entry such as sales slips, purchase invoices and tickets issued. With respect to ticket sales for Professional Baseball Games the Tenant shall either: (a) issue serially numbered tickets for each paid admission and keep accurate records of said serial numbers issued and of those unused; (b) record admission charges by means of a system which automatically issues a customer's receipt; or (c) utilize any other comparable method specifically approved by the Landlord in writing, such approval not to be unreasonably withheld. The Tenant shall make available to the Landlord copies of all ticket reconciliation statements and other ticket sales documentation produced by the Tenant and any ticket agent engaged by the Tenant. All sales and revenues from Concessions, shall be reported by means of some system that, in the view of the Landlord, reasonably and accurately reports sales. The Tenant shall retain sales tax returns for all Concessions and shall also retain event inventory sheets for all T-Shirts and other merchandise sales sold at any mobile concessionaire units which cannot reasonably have cash registers.

Section 17.4. Landlord Inspection and Audit. The Landlord has the right from time to time during regular business hours, upon twenty-four (24) hours' written notice, to inspect and audit any and all of the Tenant's books and records and other papers and files required to be provided or maintained by the Tenant pursuant to Sections 17.1, 17.2 or 17.3. The Tenant shall produce the same upon request of the Landlord. The Tenant shall include, in each license, concession or other agreement with any person doing business with the Tenant with respect to any component of Adjusted Gross Revenues, or Rent, a provision giving the Landlord the

same rights of inspection and audit as the Landlord has with the Tenant. If the Landlord uncovers any information that it reasonably believes questions the accuracy of Tenant's reports, Landlord may request that an audit by an independent certified public accountant be conducted. If there is an understatement of any payment of Rent or other sums due from the Tenant, then the Tenant shall pay the underpayment to the Landlord within ten (10) days after the Tenant has received notice of such underpayment from the Landlord, with interest from the original due date at the Prime Rate plus five (5) percent per year. If the understatement is in an amount equal to or greater than the cost of the audit or is the result of an intentional discrepancy, then the Tenant shall also pay to the Landlord the costs of the audit.

Section 17.5. Survival. The provisions of Article 17 shall survive the termination or expiration of this Lease.

ARTICLE 18

INSURANCE

Section 18.1. By Tenant. In addition to the requirements of Section 3.1 hereof, at all times during the Term, the Tenant shall, at Tenant's expense, procure and thereafter maintain the insurance specified in this Article with insurance companies acceptable to the Landlord and licensed to do business in the State of South Carolina. The terms, conditions and amount of all such insurance shall be subject to the prior review and approval of the Risk Manager. A copy of each such policy, together with a receipt and certificate of insurance indicating payment by the Tenant of the insurance premium on the policy, shall be promptly submitted to the Risk Manager. In the event of a loss which may be covered by any policy of insurance, the Tenant shall submit to the Risk Manager a copy of the proof of claim at the time the Tenant submits the claim to the insurance carrier. All such insurance shall contain an endorsement giving the Landlord not less than sixty (60) days' prior written notice of any cancellation or material alteration and, with the exception of workers' compensation insurance, shall include the Landlord as an additional insured. Without limiting the generality of the foregoing:

(a) *Workers' Compensation Insurance.* The Tenant shall procure and maintain workers' compensation insurance providing statutory limits regardless of the number of employees.

(b) *Liability Insurance.* The Tenant shall procure and maintain comprehensive general liability insurance, including but not limited to the following coverage parts: premises/operations; products and completed operations; contractual; independent contractors; broad form property damage; liquor liability; host liquor liability; and personal injury, including coverage for false arrest, false imprisonment, malicious prosecution, libel, slander, defamation and advertising. Such insurance shall contain limits approved from time to time by the Risk Manager but in no event less than a combined single limit of One Million Dollars (\$1,000,000) per person and Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage liability, Five Hundred Thousand Dollars (\$500,000) per person for personal injury, and Five Thousand Dollars (\$5,000) per person for medical payments coverage. The Landlord shall be named as an additional insured. Primary, excess, and umbrella policies may be used to obtain these coverage limits. As to those comprehensive general liability insurance coverage parts for independent contractors and host liquor liability, the Tenant may cause its independent contractors to procure and maintain such coverage on behalf of the Tenant and the Landlord.

(c) *Other Insurance.* At the Landlord's request, the Tenant shall procure and maintain such other insurance that is or may become customary or available for protection against claims, liabilities and losses connected with the Tenant's use or occupancy of the Premises.

Section 18.2. By Landlord. Except as otherwise provided by Section 18.3, the Landlord shall at all times during the Term, at Landlord expense, procure and thereafter maintain a policy or policies of fire and extended coverage insurance on the Ballpark, and other Landlord-owned insurable facilities located on the Premises and having replacement values in excess of Fifty Thousand Dollars (\$50,000). Such insurance shall be on an actual cash value basis, and with insurance companies licensed to do business in the State of South Carolina. A

copy of each such policy, together with a receipt and certificate of insurance indicating payment by the Landlord of the insurance premium on the policy, shall be promptly submitted to the Tenant. All such insurance shall contain an endorsement giving the Tenant not less than sixty (60) days' prior written notice of any cancellation or material alteration. The Landlord shall not be required to insure: any contents of the Ballpark; furnishings, fixtures or equipment; or personal property of the Landlord or the Tenant.

Section 18.3. Landlord Risk Retention Program. In lieu of the insurance otherwise required pursuant to Section 18.2, the Landlord may utilize an alternative risk management, risk retention or self-insurance program for the Ballpark. Such program shall be bona fide and funded in a financially sound manner so as to constitute reasonable and appropriate risk management by the Landlord. Such program may be individually established by the Landlord or part of a mutual or collective program with other units of local government, other institutions or captive insurance companies. Should the Landlord determine to utilize any such program for the Ballpark, then on an annual basis during the period such program is being utilized, the Landlord shall provide to the Tenant documentation, reasonably satisfactory to the Tenant, of compliance by the Landlord with the provisions of this Section.

ARTICLE 19

INDEMNIFICATION

Section 19.1. Obligation to Indemnify. To the fullest extent permitted by law, the Tenant shall indemnify and save harmless the Landlord and the Landlord's officers, employees, agents and contractors (hereinafter "Indemnitees") against and from all liabilities, suits, obligations, fines, damages, penalties, losses, claims, costs, charges and expenses, including, without limitation, attorneys' fees and disbursements (hereinafter collectively referred to as "Charges"), which may be imposed upon or asserted against or reasonably incurred by the Indemnitees arising as a result of or in connection with the acts or omissions of the Tenant or the Tenant's officers, employees, players, agents, assigns, subleasees, contractors, concessionaires, sub-concessionaires, licensees and guests (other than members of the public attending, as a spectator, Professional Baseball Games or Other Events staged by the Tenant) (hereinafter the "Indemnitors"); provided, however, that this obligation shall not extend to Charges which may be imposed upon or asserted against or reasonably incurred by the Indemnitees arising as a result of or in connection with the acts or omissions of the Indemnitees. Without limiting the generality of the foregoing, but subject to the limitations on the Tenant's obligations as provided in the foregoing, this indemnity shall include, but is not limited to:

(a) *Operation.* Any act or omission of any Indemnitors pertaining to any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises;

(b) *Injury.* Any accident, injury (including death) or damage to any person or property occurring in, on or about the Premises as a result of the acts or omissions of any Indemnitors;

(c) *Private Property Damage.* Any claims or liabilities for loss or theft of, or damage to, any property located on the Premises of any of the following as a result of the acts or omissions of any Indemnitors: Indemnitors, employees and players of other teams playing Professional Baseball Games or Other Events sponsored by the Tenant, umpires, and members of the public or any other person attending Professional Baseball Games or Other Events sponsored by the Tenant;

(d) *Liens.* Any lien or claim which may be alleged to have arisen against or on the Premises of the leasehold interest of the Tenant as a result of the act or omissions of any Indemnitors;

(e) *Sublease.* Any and all liabilities, claims, and causes of action arising under the provisions of any occupancy, sublease, assignments, service contracts or other agreements of any Indemnitors affecting or relating to the Premises;

(f) *Indemnitor Default.* Any failure on the part of any Indemnitors to keep, observe and perform any of the provisions of any agreements by the Indemnitors affecting the Premises; and

(g) *Rental.* Any failure on the part of the Indemnitors to pay rent or to keep, observe, perform or comply with any provision in this Lease, and the exercise by the Landlord of any remedy provided in this Lease with respect to such failure.

Section 19.2. Tenant's Obligation to Defend. If any claim, action or proceeding is made or brought against any Indemnitee by reason of any event as to which the Tenant is required to indemnify any Indemnitee pursuant to this Article 19, then, upon demand by such Indemnitee, the Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in such Indemnitee's name, if necessary, by the attorneys for the Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance), and otherwise by such attorneys as the Landlord shall approve. The Landlord agrees that in the event the Landlord is named as a party to the action, the Landlord will reasonably cooperate with the Tenant in the conduct of the proceedings.

Section 19.3. Survival. The provisions of this Article shall survive the termination or expiration of this Lease.

Section 19.4. Notice to Tenant. Landlord shall provide detailed written notice to Tenant immediately whenever Landlord learns of any possible charges which could require Tenant to indemnify Landlord under the provisions of Article 19 including any litigation which could involve Landlord regarding the Ballpark. Failure to give notice shall not relieve Tenant of any obligation under this Article 19.

Section 19.5. Sovereign Immunity. Nothing shall be construed in this Lease as waiving governmental sovereign immunity.

ARTICLE 20

CASUALTY LOSS; CONDEMNATION

Section 20.1. Casualty Loss. If the Ballpark shall be partially or totally damaged or destroyed by fire or other casualty not due to the negligence of Tenant or the Tenant's officers, agents or representatives, the Landlord, at Landlord expense, shall repair the damage out of the proceeds of insurance under Section 18.2 or alternatively, if the Landlord has determined to utilize a risk management, risk retention or self-insurance program under Section 18.3 rather than obtain the insurance policy or policies under Section 18.2, the proceeds of the program under Section 18.3. The Landlord shall use such proceeds to restore the Ballpark so much as such proceeds allow to substantially the condition existing immediately prior to such fire or other casualty. In undertaking any such work of repair and restoration, the Landlord shall proceed promptly and diligently to completion, subject to reasonable delays beyond the Landlord's control.

Section 20.2. Rent Adjustment During Repair Period. During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders the Ballpark unfit or unusable for Tenant Home Games and ending upon completion of the work or repair and restoration:

- (a) The rent payable under this Lease shall temporarily abate;
- (b) The Tenant shall pay a reasonable rent for any part of the Premises which the Tenant elects to use during such period; and
- (c) The other obligations of the Landlord and the Tenant under this Lease shall be suspended to the extent appropriate in the light of the extent of the fire or casualty and the remaining part, if any, of the Premises being used by the Tenant.

Section 20.3. Condemnation. In the event that all or any material portion of the Ballpark is taken by the exercise of the right of eminent domain exercised by a governmental entity or pursuant to any other governmental order and such taking renders the Ballpark unfit or unusable for Tenant Home Games, then this Lease shall terminate and expire on the date of such taking. In such event, the Tenant shall pay rent for the period of time up until the date of taking; any obligation of the Tenant to pay rent for use of the Ballpark for the period of time commencing as of the date of taking shall cease. The Tenant shall have no right to any portion of any award granted with respect to such taking, except that the Tenant shall have the independent right to make a claim, to the extent such claim may be then allowed by applicable law, against the condemnor for and retain any award based on the reasonable value of its leasehold interest in the Ballpark and of any improvements made to the Ballpark by the Tenant and for the expenses incidental to relocating from the Ballpark. For purposes of this Section, the "date of taking" means the date title to the Ballpark or the material portion taken is permanently vested in such governmental entity.

ARTICLE 21

EVENTS OF DEFAULT

Section 21.1. By Tenant. Each of the following events shall constitute an Event of Default under this Lease:

(a) if the Tenant shall fail to pay any installment of Rent and such failure shall continue for ten (10) days after written notice from the Landlord to the Tenant, other than any portions of Rent subject to a good faith dispute between the Landlord and the Tenant during the pendency of such dispute;

(b) if the Tenant shall fail to make any other payment required to be paid by the Tenant under this Lease for a period of fifteen (15) days after written notice from the Landlord to the Tenant specifying such failure, other than any portions of such payment subject to a good faith dispute between the Landlord and the Tenant during the pendency of such dispute;

(c) if there is an understatement of Rent or other sums due from the Tenant to the Landlord due to an intentional discrepancy by the Tenant;

(d) if the Tenant shall fail to observe or perform one or more of the other provisions of this Lease or any representation of the Tenant set forth in this Lease, and such failure or misrepresentation shall continue for a period of thirty (30) days after written notice by the Landlord to the Tenant specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty-day period, in which case the Tenant may have such additional period of time as may be necessary to effectuate such performance by diligently prosecuting the same to completion, but in any event not longer than 12 months);

(e) if the Tenant shall admit, in writing, that it is unable to pay its debts as such become due or shall make an assignment for the benefit of creditors;

(f) if the Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its properties or of any interest of the Tenant in the Premises;

(g) If within ninety (90) days after the commencement of any proceeding against the Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment of any trustee, receiver or liquidator of the Tenant or of all or any substantial part of its properties or of any interest of the Tenant in the Premises,

such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment shall not have been vacated;

(h) if the Tenant shall abandon the Premises and such abandonment shall continue or a period of fifteen (15) days;

(i) if this Lease or the estate of the Tenant hereunder shall be assigned, leased, transferred, or encumbered without an approval of the Landlord required by this Lease or without compliance with the applicable provisions of this Lease; or

(j) if a levy under execution or attachment shall be made against the Tenant or its property (that would have an impact in its ability to perform under the Lease) and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of ninety (90) days.

Section 21.2. By Landlord. It shall constitute an Event of Default under this Lease if the Landlord shall fail to observe or perform one or more of the provisions of this Lease, and such failure shall continue for a period of thirty (30) days after written notice by the Tenant to the Landlord specifying such failure (unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty-day period, in which case the Landlord may have such additional period of time as may be necessary to effectuate such performance by diligently prosecuting the same to completion, but in any event not longer than 12 months).

Section 21.3. Guarantor's Right Following An Event of Default by Tenant. If an Event of Default by the Tenant shall occur and the Landlord gives written notice to the Tenant terminating the Lease as provided in Section 21.4, the Landlord shall provide the Guarantor with a copy of such written notice. The Guarantor shall be entitled to perform the obligations of the Tenant giving rise to the Event of Default. The Guarantor shall have a period of thirty (30) days after such notice within which to complete such performance (unless the same requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such twenty day period, in which case the Guarantor may have such additional period of time as may be necessary to effectuate such performance by diligently prosecuting the same to completion, but in any event not longer than 12 months). During such period of time, the Landlord shall have all rights and remedies against the Tenant and Guarantor pursuant to this Lease. If Guarantor comes in and cures such performance, the Landlord, the Tenant and Guarantor agree that the Guarantor shall be entitled, in the discretion of the Guarantor, to assume all rights and obligations of the Tenant pursuant to this Lease.

Section 21.4. Termination of Lease in Event of Default by Tenant. If an Event of Default by the Tenant shall occur, the Landlord, at any time thereafter, at its option, may give written notice to the Tenant stating that this Lease shall expire and terminate on the date specified in such notice, which date shall be not less than twenty (20) days after the giving of such notice with respect to any Event of Default. Thereafter, subject to the rights of the Guarantor as provided in Section 21.3, this Lease and all rights of the Tenant under this Lease shall expire and terminate on the date specified in the notice as if that date were the date definitely fixed in this Lease for the expiration of the Term, and the Tenant shall immediately

quit and surrender the Premises. Following such surrender of the Premises, the Tenant shall remain liable to the Landlord for damages to the Landlord resulting from the Event of Default.

Section 21.5. Re-entry by Landlord on Termination. If this Lease shall be terminated as provided in this Article 21 or by summary proceedings, or otherwise, the Landlord may re-enter and repossess the Premises pursuant to applicable law.

Section 21.6. No Reinstatement of Term. No receipt of monies by the Landlord from the Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease (unless such receipt is before the termination date set forth in the notice and cures the Event of Default which was the basis for the notice), shall reinstate, continue or extend the Term or affect any notice previously given to the Tenant or operate as a waiver of the right of the Landlord to recover possession of the Premises.

Section 21.7. Alternate Remedies of the Landlord. Unless the remedies provided in Section 15.4 are being pursued, in the event of any Event of Default or threatened breach of any of the provisions of this Lease, the Landlord shall be entitled to enjoin such Event of Default or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity (including specific performance) or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Section 21.8. Alternate Remedies of Tenant. Unless the remedies provided in Section 15.4 are being pursued, in the event of any Event of Default or threatened breach of any of the provisions of this Lease, the Tenant shall be entitled to enjoin such Event of Default or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity (including specific performance) or by statute or otherwise.

Section 21.9. Rights and Remedies Are Cumulative. Unless the remedies provided in Section 15.4 are being pursued, and except to the extent provided in Section 21.11 below, each right and remedy of the Landlord and the Tenant provided for in this Lease shall be cumulative and not exclusive and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity (including specific performance) or by statute or otherwise. Unless the remedies provided in Section 15.3 are being pursued, and except to the extent provided in Section 21.11 below, the exercise or beginning of the exercise by the Landlord or the Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Landlord or the Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 21.10. Landlord Protection for Tenant Bankruptcy. If an order for relief is entered or if a stay of proceeding or other act becomes effective in favor of the Tenant or the Tenant's interest in this Lease in any proceeding which is commenced by or against the Tenant under the present or any future federal Bankruptcy Code or any other present or future applicable federal, state or other statute or law, the Landlord shall be entitled to invoke any and all rights and remedies available to it under such bankruptcy code, statute, law or this Lease, including, without limitation, such rights and remedies as may be necessary to adequately assure the complete and continuous future performance of the Tenant's obligations under this Lease.

Section 21.11. Liquidated Damages in the Event Ballpark Is Abandoned. In place of Landlord's right to sue for monetary damages, because of the difficulty of measuring economic losses as a result of a breach by Tenant abandoning the Ballpark, the parties agree that in such event, Tenant shall pay to Landlord, as Landlord's sole remedy for such breach during the Term of the Lease, the sum of 1 Million Dollars. For purposes of this paragraph, Tenant shall be deemed to have abandoned the Ballpark if Tenant fails to play an entire minor league baseball season at the Ballpark, with the definition of season to be defined and set by the applicable league of which Tenant is a member. To the extent that Tenant's season, as set by the applicable league of which Tenant is a member, is scheduled to be less than seventy (70) games, Tenant shall not be deemed to have abandoned the Ballpark, but the computation of Rent pursuant to Article 4.1 hereunder shall be as follows: "A sum equal to four percent (4%) of Adjusted Gross Revenues in excess of the product of the number of regular season home games Tenant is scheduled to play in the Ballpark times Forty-Six Thousand Four Hundred Twenty-Nine Dollars (\$46,429.00)."

ARTICLE 22

TRANSFER OF TENANT'S INTEREST

Section 22.1. Tenant Right of Assignment. The Tenant shall be entitled to assign this Lease to any third party approved by the National Association as an owner assignee of a single "A" professional baseball team with a franchise and league affiliation in the National Association at a level equal to or greater than that held by the Tenant at the time of such assignment, so long as such owner: (a) agrees to assume all of the rights and obligations of the Tenant under this Lease, and (b) demonstrates to the reasonable satisfaction of the Landlord that the owner is financially capable of assuming all of the rights and obligations of this Lease, and is not a Prohibited Person. Tenant shall provide written notice to Landlord of its intent to assign this Lease, and within forty-five (45) calendar days thereafter Landlord must accept or reject Tenant's request. Unless Landlord reasonably objects to the assignment within forty-five (45) calendar days (time is of the essence), consent to assignment shall be deemed given and Tenant may assign this agreement. Other than as set forth in this Section, the Tenant shall not be entitled to assign this Lease without the express written consent of the Landlord, which may be withheld for any reason. No assignment shall in any way relieve or excuse the Tenant from any of the Tenant's obligations under this Lease prior to the effective date of the assignment. Following the assignment, the Tenant shall thereafter be released of any liability arising under this Lease after the date of such assignment, unless such liability is based on events, activities, circumstances, acts or omissions occurring prior to the date of such assignment.

Section 22.2. Prohibited Transfers. Except as explicitly authorized in Sections 10.4 and 22.1, the Tenant shall not permit, suffer or enter into an assignment, sublease, transfer, sale, conveyance, syndication or other disposition of any kind whatsoever (hereinafter collectively referred to as a "Transfer") of any of the Tenant's interest in this Lease or the leasehold estate established in this Lease, without the prior written approval of the Landlord. Such approval of the Landlord to a Transfer shall be in the sole discretion of the Landlord. All provisions of this Lease shall be binding upon the person to whom or to which an approved Transfer is made. Except as explicitly provided in Section 22.1, no Transfer shall in any way relieve or excuse the Tenant from any of the Tenant's duties, obligations, responsibilities, covenants and requirements under this Lease.

Section 22.3. Draft of Tenant Territory. Except as expressly authorized in Section 22.1, the Tenant shall use best efforts in good faith to oppose within, and only to the extent allowed by, the rules and regulations of the National Association, any attempt by any person holding a franchise in the National Association to draft the Tenant's territory.

ARTICLE 23

GUARANTIES

Section 23.1. Guaranties. The Guarantor guarantees Tenants' performance of all obligations and payments of all amounts under this Lease.

Section 23.2. Transfer of Guaranties. In the event Tenant assigns its interest pursuant to Article 22 hereunder, or in the event that the Shareholder(s) of Tenant desire to sell all or substantially all of its stock or Tenant desires to sell all or substantially all of its assets to a third party, Guarantor shall be able to assign its guaranties under this Lease if Guarantor demonstrates to the reasonable satisfaction of the Landlord that the assignee is financially capable of assuming all of the Guarantor's obligations hereunder. Guarantor shall provide written notice to Landlord of its intent to assign its guaranties hereunder, and within forty-five (45) calendar days thereafter Landlord must accept or reject Tenant's request to assign said guaranties. Unless Landlord reasonably objects to the assignment within forty-five (45) calendar days (time is of the essence), consent to assignment shall be deemed given and Guarantor may assign this Guaranty.

ARTICLE 24

MISCELLANEOUS

Section 24.1. Nondiscrimination. The Tenant shall not discriminate on the basis of race, creed, color, sex, age, religion, handicapped status or national origin with respect to use and occupancy of the Premises.

Section 24.2. Compliance with Applicable Law. In connection with the occupancy and use of the Premises, the Tenant shall, at Tenant expense, comply with all present and future laws, ordinances, codes, orders and regulations of any lawful authority having jurisdiction over the Premises. The Tenant shall not use or occupy, nor permit or suffer the Premises to be used or occupied: (i) for any unauthorized, unlawful, illegal, disreputable, dangerous, noxious or hazardous business, use or purpose; (ii) in such manner as to constitute a nuisance of any kind (public or private); (iii) in violation of any licenses or permits pertaining to the Premises or activities and events on the Premises; (iv) in a manner which causes or results in any waste on the Premises; (v) for any purpose or in any way in violation of the certificates of occupancy or of any laws, ordinances, orders or regulations of any lawful authority having jurisdiction over the Premises; or (vi) in a manner which may make void or voidable any insurance then in force on the Premises. Upon the discovery of any such unauthorized, unlawful, illegal, disreputable, dangerous, noxious, hazardous or other improper use, the Tenant shall immediately take all necessary steps, legal and equitable, to compel the discontinuance of such use.

Section 24.3. Cooperative Efforts. This Lease shall be liberally construed in order to promote a harmonious relationship between the parties with regard to the construction, occupancy and use of the Ballpark. The Tenant accepts the relationship of trust and confidence established between the Tenant and the Landlord by this Lease. The Tenant covenants with the Landlord to furnish its best skill and judgment and to fully and effectively cooperate with the Landlord to accomplish the purposes and objectives of this Lease. If a problem arises that this Lease does not directly or indirectly address, the Tenant and the Landlord agree to work with one another to determine a mutually satisfactory solution. The Landlord and the Tenant agree to meet from time to time during the Term upon written request of either party to review the provisions of this Lease.

Section 24.4. Amendment. No alteration, amendment, change or addition to this Lease shall be binding on either party unless reduced to writing and signed by each party.

Section 24.5. Waiver. No failure by the Landlord or the Tenant to insist upon the strict performance of any provision of this Lease or to exercise any right or remedy upon a breach of such provision, and no acceptance of full or partial rental payment by the Landlord during the continuance of any such breach, shall constitute a waiver of any such breach or of such provision. No provision of this Lease to be performed or complied with by the Tenant or the city, and no breach of such provision, shall be waived, altered or modified except by a written instrument executed by the Landlord or the Tenant, as applicable. No waiver of any breach shall affect or alter this Lease, but each and every provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 24.6. Agency. Nothing in this Lease is intended or shall be interpreted to create a joint venture or partnership between the Landlord and the Tenant or make the

Landlord the partner of the Tenant or constitute either the agent of the other, or make either party in any way responsible for the debts, losses, duties, obligations, responsibilities or liabilities of the other party. Without limiting the generality of the foregoing, the Landlord and the Tenant agree that in respect to use and occupancy of the Premises by the Tenant, the operation of Concessions, and all other activities and services of the Tenant pursuant to this Lease, the Tenant shall be acting as a lessee and independent contractor on the Tenant's behalf. the Tenant agrees that it will not represent to anyone that its relationship to the Landlord under this Lease is other than as a lessee and independent contractor.

Section 24.7. No Third Party Beneficiaries. The Landlord and the Tenant acknowledge and agree that neither intends this Lease to confer direct benefits upon any persons other than themselves, that any benefits other persons may receive are purely incidental, and that neither intends to confer any contractual or other rights, including the right to enforce all or any portion of this Lease, upon any such persons.

Section 24.8. Encumbrances. The Tenant shall not permit any mechanics' liens or other encumbrances or liens (other than the Installment Purchase Contract) to exist against the Premises or the leasehold interest of the Tenant. The Tenant or the Landlord, as applicable, within thirty (30) days of any such lien or encumbrance being asserted against the Premises or the leasehold interest of the Tenant, shall either cause the same to be released of record or obtain title insurance coverage satisfactory to the other in the respect to such lien or encumbrance and proceed diligently to contest the same in good faith.

Section 24.9. Public Address Announcements. The Tenant agrees to make a reasonable number of public address announcements, at no cost to the Landlord, as to Other Events to be held in the Ballpark, and other events and activities to be held at other public facilities.

Section 24.10. Fireworks. The parties recognize that firework displays are customary outdoor entertainment in conjunction with Professional Baseball Games. The parties also recognize that firework displays within the Ballpark require and are subject to the prior approval of the Landlord on a case-by-case basis. Subject to such approval and compliance with Section 24.2, firework displays may be held in the Ballpark prior to 10:30 pm.

Section 24.11. Inspection and Right of Entry. The Landlord shall have the unrestricted right to enter upon the Premises, including any and all portions used or occupied by the Tenant. For any portion of the Premises being used or occupied by the Tenant pursuant to this Lease at the time of such entry, the Landlord shall provide reasonable prior oral notice to the Tenant.

Section 24.12. Cost of Compliance. Except where otherwise explicitly provided in this Lease, the Tenant shall bear the sole cost and expense of complying with and performing all of the duties and obligations of the Tenant under this Lease, and the Landlord shall bear the sole cost and expense of complying with and performing all of the duties and obligations of the Landlord under this Lease.

Section 23.13. Exercise of Landlord's Rights. All rights, privileges, duties and obligations of the Landlord pursuant to this Lease may be performed or exercised, as the case may be, either by the Landlord (and the officers and employees of the Landlord) directly, or by any designees, agents, independent contractors, assignees, successors, or other persons or entities selected by the Landlord.

Section 24.14. Landlord's Sale of Premises. Landlord may sell, mortgage, or otherwise dispose of the Ballpark, provided that any such disposition must be subject to the terms of this Lease.

Section 24.15. Performance of Government Functions. Notwithstanding anything in this Lease which may be to the contrary, nothing contained in this Lease shall in any way estop, limit or impair the Landlord from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions with respect to the Premises or otherwise, including, by way of illustration but not limitation, inspection of the Premises in the performance of such functions and exercise of the power of eminent domain with respect to the Premises.

Section 24.16. Severability. If any provision of this Lease or its application to any person or circumstances shall, to any extent be or become invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. The Landlord and the Tenant agree to substitute such provision of this Lease or the application thereof determined to be invalid or unenforceable, such other provision as most closely approximates, in a lawful manner, such invalid, illegal or unenforceable provision. If the Landlord and the Tenant cannot agree, they shall apply to a court of competent jurisdiction to substitute such provision as the court deems reasonable and judicially valid, legal and enforceable. Such provision determined by the court shall automatically be deemed part of this Lease as of the date the provision of this Lease or application thereof which such provision replaces was determined to be invalid or unenforceable.

Section 24.17. Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina. Any litigation arising out of this Lease shall be brought in courts sitting in Horry County, South Carolina.

Section 24.18. Binding Effect. All benefits, privileges, burdens, obligations and duties created by this Lease shall bind, attach and inure to the benefit and burden of the successors and assigns of the Landlord and the Tenant. This Section shall not be interpreted so as to confer any independent right in the Tenant to convey, transfer or assign any such benefits, privileges, burdens, obligations and duties.

Section 24.19. Notice. Except where oral notice has been explicitly provided for in this Lease, any notice required to the Landlord or the Tenant by the terms of this Lease shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the Landlord or the Tenant, as the case may be, provided such notice is transmitted by certified or registered mail, return receipt requested, postage prepaid, and addressed to the party due such notice as shown:

To the City: City of Myrtle Beach
 Attention: City Manager
 Post Office Drawer 2468
 Myrtle Beach, South Carolina 29577

To the County: County of Horry
Attention: County Administrator
Post Office Box 1236
Conway, South Carolina 29526

To the Tenant: The Durham Bulls Baseball Club, Inc.
d/b/a Durham Bulls
Post Office Box 12800
Raleigh, North Carolina 27605
Attention: Mr. Robert J. Lind, Vice President

To the Guarantor: Capital Broadcasting Company, Inc.
2619 Western Boulevard
Raleigh, North Carolina 27605
Attention: Mr. James F. Goodmon, President

The parties shall, by written notice to the other party, each have the right to change the person and address to which notices are to be sent.

Section 24.20. Headings. The table of contents and all headings that appear after article and section numbers in this Lease are included for convenience only and shall not affect the construction or interpretation of the provisions of this Lease.

Section 24.21. Entire Agreement. This Lease contains and represents the entire and integrated agreement between the Landlord and the Tenant and supersedes all prior negotiations, representations or agreements, whether written or oral. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, express or implied, between the parties other than as set forth or referenced in this Lease.

Section 24.22. Controlling Document. To the extent that this Lease is inconsistent with any other agreement between Landlord and Tenant, this Lease shall control.

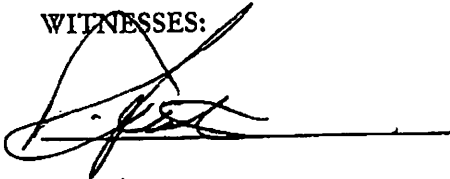
Section 24.23. Non-Jury Trial. Any dispute between Landlord and Tenant regarding Articles 22 or 23 hereunder shall be considered to be non-jury questions or non-jury issues whether such issues are fact based or law based and such hearings or trials shall be heard in front of the appropriate judge or master in equity in the controlling jurisdiction.

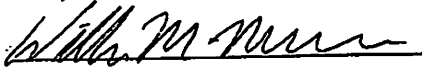
Section 24.24. Force Majeure. No party shall be liable to any other party under this Lease for a failure or delay in performing all or part of a party's obligations hereunder to the extent that such delays or failures result, directly or indirectly, from *Force Majeure* causes.

Section 24.25. Recording. Recording of this Lease is prohibited except as allowed in this paragraph. At the request of any party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum describing the Real Property and stating this Lease's Term, its Completion and Ending Dates, and other information the parties agree to include.


IN WITNESS WHEREOF, the Landlord, the Tenant and the Guarantor have respectively signed this Lease as of the date indicated on the first page of this Lease.

WITNESSES:






COUNTY OF HORRY

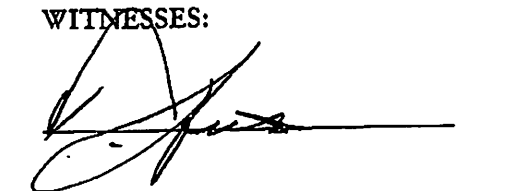
By 


Acting Chairman of Horry County Council,
Horry County, South Carolina

By 

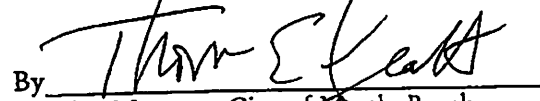
County Administrator, Horry County,
South Carolina

WITNESSES:







CITY OF MYRTLE BEACH

By 

City Manager, City of Myrtle Beach,
South Carolina

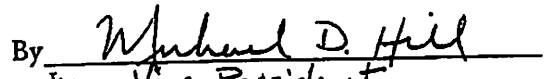
WITNESSES:





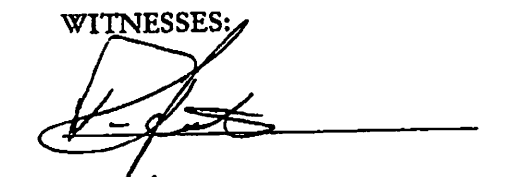
TENANT:


THE DURHAM BULLS BASEBALL CLUB,
INC.

By 

Its Vice President

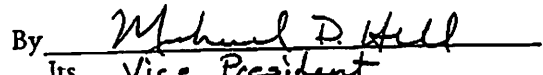
WITNESSES:





GUARANTOR:

CAPITOL BROADCASTING, INC.

By 

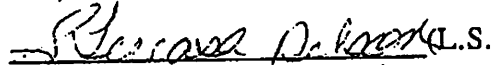
Its Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within-named HORRY COUNTY, SOUTH CAROLINA, by Raymond J. Brown, its Acting Chairman of Horry County Council, sign, seal and as its act and deed, deliver the within-written Agreement of Lease for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.

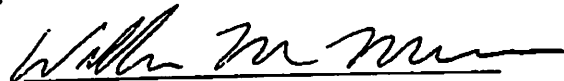

1st witness

SWORN to and subscribed before me
this 10 day of September, 1998.

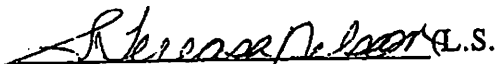

Notary Public for South Carolina
My Commission Expires: 2/21/99

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within-named HORRY COUNTY, SOUTH CAROLINA, by Linda Green Angus, its County Administrator, sign, seal and as its act and deed, deliver the within-written Agreement of Lease for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.

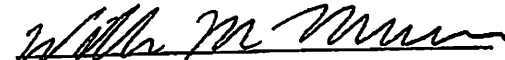

1st witness

SWORN to and subscribed before me
this 10 day of September, 1998.

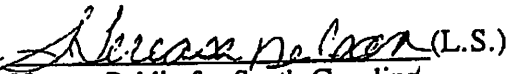

Notary Public for South Carolina,
My Commission Expires: 2/21/99

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within-named CITY OF MYRTLE BEACH, SOUTH CAROLINA, by Thomas E. Leath, its City Manager, sign, seal and as its act and deed, deliver the within-written Agreement of Lease for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.



1st witness

SWORN to and subscribed before me
this 10 day of September, 1998.



(L.S.)
Notary Public for South Carolina
My Commission Expires: 2/21/99

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within-named DURHAM BULLS BASEBALL CLUB, INC. by Michael D. Hill, its Vice President, sign, seal and as its corporate act and deed, deliver the within-written Agreement of Lease for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.


1st witness

SWORN to and subscribed before me
this 10 day of September, 1998.


(L.S.)
Notary Public for South Carolina
My Commission Expires: 2/21/99

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

PERSONALLY appeared before me, the undersigned witness, and made oath that s/he saw the within-named CAPITOL BROADCASTING, INC., by Michael D. Hill, its Vice President, sign, seal and as its corporate act and deed, deliver the within-written Agreement of Lease for the uses and purposes therein mentioned, and that s/he with the other witness subscribed above witnessed the execution thereof.


1st witness

SWORN to and subscribed before me
this 10 day of September, 1998.

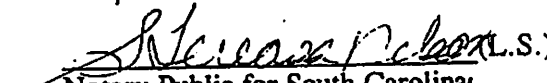

Notary Public for South Carolina
My Commission Expires: 2/21/99

EXHIBIT A

ALL that certain piece, parcel or tract of land, situate, lying and being in Horry County, South Carolina, measuring and containing 871,202 square feet or 20.00 acres, more or less, and more fully shown and designated on that certain plat entitled "SURVEY OF 20.00 ACRES LOCATED ON 21ST AVENUE NORTH MYRTLE BEACH HORRY COUNTY, S.C. PREPARED FOR: MYRTLE BEACH FARMS COMPANY, INC., " dated February 11, 1998, last revised September 9, 1998 prepared by Associated Land Surveyors, which Plat is recorded in the Office of the Register of Deeds for Horry County, South Carolina, in Plat Book 157 at page 142.

SAID PARCEL having such size, shape, metes and bounds, courses and distances as will by reference to said Plat more fully and at large appear, reference to which is craved for a more full and complete description.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

Rights, encumbrances, restrictions and limitations shown in Exhibit B to the Title to Real Estate dated September 10, 1998, from Myrtle Beach Farms Company, Inc. to the City of Myrtle Beach and the County of Horry conveying the Real Property described in Exhibit A.

FORM OF REQUISITION FROM CONSTRUCTION FUND

CERTIFICATE AND REQUISITION FOR PAYMENT

Date: _____

Draw Request # _____

The Durham Bulls Baseball Club, Inc. (the "Tenant") hereby requests, pursuant to the Lease Agreement, dated as of September 1, 1998 (the "Lease"), by and among the Tenant, the City of Myrtle Beach, South Carolina, and Horry County, South Carolina, that the following amounts be disbursed to the following parties for the account of the Tenant from the Construction Fund created under the Trust Agreement dated as of September 1, 1998, between the City of Myrtle Beach, South Carolina and First Union National Bank, as Trustee.

<u>Name of Payee</u>	<u>Nature of Disbursement</u>	<u>Amount</u>
----------------------	-------------------------------	---------------

The Tenant does hereby certify to First Union National Bank, as Trustee, that, as of the date hereof, (1) the representations and warranties of the Tenant set forth in Section 3.4(c) of the Lease are hereby ratified and confirmed and (2) the above-listed items are properly included within the definition "Costs of the Project", as defined in the Lease.

Items No. _____ to _____, inclusive, listed above, are to be paid from funds on deposit in the Construction Fund; items No. _____ to _____, inclusive, are to be paid from amounts drawn on the Letter of Credit deposited in the Construction Fund.

[You are further advised that the following items have been provided by the Tenant from sources other than the Construction Fund and are hereby directed to effect a reduction of the available amount under the Letter of Credit in an amount equal to the aggregate of amounts set forth below:

Item

Amount

1

THE DURHAM BULLS BASEBALL CLUB,
INC.

By _____
Authorized Tenant Representative

Approved:

Construction Manager

EXHIBIT "D"

ASSIGNMENT OF RESPONSIBILITIES OF
REPAIR/MAINTENANCE OF SPECIFIC ITEMS

Specific Items	Landlord	Tenant
Field Preparation for Games		X
Cutting/Sod Replacement		X
Settling of Field (other than normal wear and tear)	X	
Drainage System	X	
Irrigation System	X	
Heads/Surface Components of Irrigation System		X
Field Wall Repairs - Concrete	X	
Field Wall Repairs - Pads		X
Broken Seats		X
Broken Cup Holders		X
Concrete Slab Repairs	X	
Re-aim/Clean Field Lights/Replace Field Light Bulbs		X
Replace Field Light Fixtures/Light Poles	X	
Utility Charges unless from Landlord uses		X
Clean-up after baseball games		X
Clean-up after Other Events	X	
Structural Repairs	X	
Repairs of furniture available for fans/general public		X
Concessions Furniture		X
Concessions Equipment		X
Roof Leaks	X	
Roof Repairs	X	
Flooding/Leaking/Caulking	X	
Foul Ball Screen		X
Speaker System Repairs		X
Speaker System Tuning		X
Scoreboard		X
Electric Message Centers	X	
Plumbing Systems		X
in Concessions Stands		X
Electrical System	X	
in Concessions Stands		X
Concessions Exhaust/Hoods		X
Concessions Air Curtains		X
Ventilation System	X	
HVAC System	X	
HVAC Cleaning/Day-to-Day Maintenance		X
Fire Protection System	X	
Clubhouses		
Toilets/Showers	X	
HVAC	X	

Specific Items	Landlord	Tenant
Electrical	X	
Lockers, Trainer's Equipment		X
Cabinetry/Millwork		X
Laundry Facilities		X
Baseball Equipment		X
Dugouts Cleaning		X
Dugout Benches		X
Alarm Systems		
Fire	X	
Burglar		X
Tents/Canopies		X
Playground Equipment		X
Elevator	X	
Window Cleaning		X
Pest Control		X
Offices		
Toilets	X	
HVAC	X	
Electrical	X	
Cabinetry/Millwork		X
Furniture/Equipment		X
Press Box		
Furniture/Equipment		X
Broadcast Wiring		X
Cabinetry/Millwork		X
Window Repairs		X
Telephone Lines		X
Skyboxes		
Furniture/Equipment		X
Sound System		X
Cabinetry/Millwork		X
Window Repairs		X
Telephone lines/Cable TV		X
Landscaping	X	